



**ORANGE COUNTY, CALIFORNIA
OFFICE OF THE REGISTRAR OF
VOTERS**

**REQUEST FOR PROPOSAL
For
A Direct Record Electronic (DRE)
Voting System
RFP No. RMZ0000015**

July 12, 2002

July 2002

Orange County, California
Request for Proposal for a DRE Voting System

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1 RULES OF PREPARATION

1.1 Introduction

The County of Orange (County) is soliciting competitive, sealed proposals to provide a comprehensive, integrated Direct Record Electronic voting system specifically designed for County elections, including delivery, installation, integration, customization, data conversion, training, documentation and project management, as well as necessary building modifications to the Registrar of Voters' (ROV) existing warehouse to support the proposed solution. The County prefers a proven system. The County requires a prime vendor, or systems integrator, to act as a prime contractor legally and financially responsible for all software and implementation services. The intent of the County is that the vendor will provide a turnkey Direct Record Electronic (DRE) system. Any requirement to render the system fully operational is required. The County expects that all related costs, direct and indirect, will be included in the proposal.

The system shall efficiently support the County's projected volumes based on the County environment overview presented in Section 2. The proposed system shall also include recommended DRE equipment optical scan equipment (for absentee and mail ballots), software, printers, servers, drives, precinct communications wiring and other equipment to make the system fully operational. The proposal should clearly demonstrate how the County would be provided with the software, hardware, services and support that will best satisfy the County's requirements for:

- Ballot Layout
- Vote Casting
- Vote Recording
- Vote Tallying
- Vote Reporting
- Warehouse facilities.

Your proposal should include:

- Appropriate voting system software to support the voting functions as listed above
- Server hardware to support the applications
- System software (i.e., operating system)
- Implementation services including project management, installation, configuration, testing, training services and implementation support for up to two major elections.
- Warehouse and storage area facilities services including planning, design, building modifications/construction, and installation.
- Maintenance, knowledge transfer, and support services for the proposed systems
- Financing for the purchase of the proposed voting system, building modifications and services.

- Expenses associated with public outreach to educate Orange County voters on use of the new system.

1.2 Sections of this RFP

This Request for Proposal (RFP) states the overall scope of services desired, procurement terms and conditions, specific hardware and software requirements as well as vendor experience and qualifications to be provided. The Sections of this RFP can be summarized as follows:

Section 1 - Provides the rules of preparation for proposals.

Section 2 - Presents a background description of the County of Orange election environment and the County's desired approach to implementing a new election system.

Section 3 - Provides the submission instructions and required format for submitting proposals. These include questions regarding company background and qualifications, specifications and capabilities of proposed systems, services to be provided, and costs.

Section 4 - Provides instructions to vendors for responding to the detailed voting system and implementation requirements included in this section.

Appendices - Includes the County's Model Agreement terms and conditions as well as a glossary.

Your response should clearly detail how the equipment, software, services, and financing that you are proposing can best satisfy the County's requirements. The County requires a comprehensive solution with a prime contractor with legal, project management and financial responsibility for all hardware, software, integration and implementation services. Proposers must submit one consolidated response with all cost items included in the cost summary of their proposal. The prime contractor shall be the sole point of contact for the County with regard to contractual matters.

To ensure a fair and objective analysis of all proposals, the submitted proposal must follow the rules stated within this section and the format established within this RFP.

This RFP is being provided on CD-ROM in Microsoft Word 2000 to facilitate the evaluation of the proposals. All responses must be completed and submitted in the required format specified in Section 3 of this RFP in these three media:

1. Hardcopy (12)
2. Electronic copy Microsoft Office Suite or PDF format

Only additional vendor or proposer attachments, clearly referenced, may be attached in other formats as necessary. A printed copy of the RFP document is available upon request or can be obtained through the County's web page.

Failure to comply with or complete any portion of this Request for Proposal may result in rejection of your proposal.

1.3 General Terms & Conditions (see Appendix A)

A more complete model contract will be made available to prospective vendors at the pre-proposal meeting. The model contract will contain substantially the same general terms and conditions reflected in Appendix A.

1.4 Requests for Clarification or Interpretation

Requests for clarification or interpretation prior to the pre-proposal meeting will be responded to during the meeting on July 31, 2002 (see Section 1.7). After the pre-proposal meeting, direct all requests for clarification to MGT of America who will be acting on behalf of the County. Complete contact information for MGT of America will be provided at the pre-proposal meeting.

The County's Project Manager is Mr. Steve Rodermund. Questions or comments regarding this RFP must be in writing and submitted to:

Mr. Steve Rodermund
Chief Deputy Registrar of Voters
Registration and Elections Department
1300-C S. Grand Avenue
Santa Ana, CA 92705
(714) 567-7625
Steve.Rodermund@ocgov.com

A prospective vendor may submit a request for clarification or interpretation of any aspect of the Request for Proposal. The County, in its judgment, may issue written addenda if it determines the answer to a question is relevant. Any questions considered relevant and answers will be provided via e-mail to all proposers who have attended the pre-proposal meeting and will be placed on the Registrar's website provided for this purpose. This website address will be made available at the pre-proposal meeting. This website is being created to minimize any vendor's potential for protest by alleging the County shared information with one vendor it did not share with another.

The County shall not be obligated to respond to requests for clarification or interpretations not received on a timely basis. Questions must be received one (1) week prior to proposal submission deadline.

1.5 Contact With County Employees

In order to ensure fair and objective evaluation, all questions related to this RFP will be addressed directly to MGT of America. Any intentional contact by a prospective vendor with any member of the Evaluation Committee, Registrar of Voters staff or the Citizen's Advisory Committee may be considered prejudicial to the evaluation process and may be grounds for vendor disqualification.

1.6 Critical Dates

Release RFP	7/15/02	Monday
Pre-Proposal Conference	7/31/02	Wednesday, 10:00 a.m.
Deadline for Written Proposal Inquiries	8/23/02	Friday

Proposal Due Date	8/30/02	Friday, 4:00 p.m.
Initial Vendor Evaluation/Selection of top three proposers.	9/12/02	Estimate
Public Meetings	9/16/02- 9/28/02	Estimate
Final Review	9/30- 11/1/02	Estimate
Final Selection	11/19/02	Estimate
Contract Negotiations	11/25/02- 12/20/02	Estimate
Begin Implementation	1/13/03	Estimate

1.7 Pre-Proposal Conference

A pre-proposal conference will be held on July 31, 2002 at the Board Hearing Room, Hall of Administration Building, 10 Civic Center Plaza, Santa Ana, California. Attendance at the pre-proposal conference is mandatory. Vendors not present may not be considered for contract award.

In order for questions to be addressed at the pre-proposal conference they should be submitted to County's Project Manager in writing (electronic media preferred) at least five (5) business days in advance of the conference. Questions not submitted in advance of the conference may be asked but may or may not be answered at the conference itself. However, all pertinent questions will be answered and answers provided all prospective vendors via e-mail and posted to the County's website.

It is not the intention of the County to issue minutes or notes of the pre-proposal conference. However, written addenda or clarifications may be issued to all prospective proposers if deemed necessary by the County.

1.8 Certified System

Only systems certified by the Secretary of State (SOS), State of California will be considered. This certification shall include the ballot creation software, DRE, and optical scan absentee voting. The County may consider non-certified systems if the vendor states they will be certified prior to the final selection and provides a good faith performance bond as described in 1.9 below. The vendor must authorize the County to view all testing materials and documentation provided to the SOS, for both completed and in-process certifications.

1.9 Performance Bond

Contractor shall provide Performance/Labor and Materials Payment Bonds in the amount of the contract value within ten (10) working days after notice is received from the County that the Contract has been awarded. The cost of providing the bonds shall be considered as included in the price and no additional compensation will be allowed therefore. If Contractor fails to provide the bond within the time specified, the County may, at its option, determine that Contractor is in default and terminate the contract in accordance with Appendix A, paragraph 11.

Prior to performance as a result of award of this Request for Proposal, the Contractor and/or subcontractors shall provide the following bonds:

- A. A Labor and Materials Payment bond in an amount equal to one hundred percent (100%) of the total amount of the proposal award; and
- B. A Faithful Performance bond in an amount equal to one hundred percent (100%) of the total amount of the proposal award.

The Labor and Materials Payment and Faithful Performance Bonds shall be effective from the beginning of the project until the County has acknowledged satisfactory performance.

In the event the successful proposer files bankruptcy, or reorganization under the bankruptcy laws of the United States, such filing is prima facie evidence of the company's insolvency and said performance bond is hereby waived in favor of the County. If the successful proposer fails to perform, the bond shall be used to provide payment to the Orange County Registrar of Voters to administer the program. The successful proposer shall pay all premiums and costs of the bond. The attorney, in fact, on any bond or other surety tendered to the County, shall file with each bond a current effective copy of his prior Power of Attorney.

The bonds shall be drawn in favor of the Orange County Registrar of Voters on County furnished forms executed by a Surety guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes. Surety must:

- A. Be approved by the County; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of California to do business in the State of California; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

1.10 Submission of Proposals

The format of the RFP should be followed and all requested information submitted. Vendors are responsible for the completeness and accuracy of their proposal.

1.10.1 Format and Copies of Proposal

Please prepare and submit the following:

Deliverable to the County	No. of Copies	Format / Type
Technical Proposal (including Section 4 Requirements and Section 5 Vendor Questions of this RFP)	One (1) single-sided, signed, unbound marked original Nine (9) bound copies	Printed on white paper Submitted in separately SEALED envelope marked "Orange County ROV Voting System Technical Proposal"
Cost Proposal (Section 6 Costs of this RFP)	One (1) single-sided, signed, unbound marked original Nine (9) bound copies	Printed on white paper Submitted in separately SEALED envelope marked "Orange County ROV Voting System Cost Proposal"

Deliverable to the County	No. of Copies	Format / Type
		System Cost Proposal”
Additional Vendor Literature	Limited to three (3) sets only	Printed or CD-ROM
Complete Technical Proposal EXCLUDING Cost Proposal	Two (2)	CD-ROM Separate Technical Proposal File

1.10.2 Order of Precedence

In the event that there is a discrepancy among formats of the RFP or the Proposal, the order of precedence of validity shall be as follows:

Within the RFP

Any perceived discrepancies within the RFP will be brought to the attention of the County during the pre-proposal meeting. These perceived discrepancies will be resolved during the meeting in the presence of all prospective vendors.

The RFP

The hardcopy original
The hardcopy copy
The Adobe Acrobat (pdf)
The MS-Word (doc)

Proposer’s Proposal

The hardcopy original
The hardcopy copy
The Adobe Acrobat (pdf)
The MS-Word (doc)

1.10.3 Address of Proposal Submission

All proposals shall be submitted to:

Steve Rodermund, Chief Deputy Registrar of Voters
Registration & Elections Department
1300-C South Grand Avenue
Santa Ana, CA 92705

Proposals received after the specified date and time will not be considered.

1.10.4 Labeling of Proposal Submission

To guard against premature opening, untimely or inadvertent mishandling, separately sealed technical and cost proposals shall be submitted, plainly labeled as follows:

Orange County ROV Voting System Proposal – TECHNICAL PROPOSAL

(proposer's name)
Submission Deadline: date and time PDT
and
Orange County ROV Voting System Proposal – COST PROPOSAL
(proposer's name)
Submission Deadline: date and time PDT

1.10.5 Proposal Opening

The proposal opening will take place at 4:00 p.m. PDT on August 30, 2002 at:

Registrar of Voters Office
1300 C South Grand Ave Santa Ana, CA

Only the Proposer's Technical Proposal shall be opened at this time.

1.10.6 Duration of Proposal Validity

Prices quoted in the proposal shall remain fixed and binding on the proposer for not less than 180 days.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

1.11 Supplemental Instructions or Changes

Any supplemental instructions or changes will be in the form of written addenda to this solicitation. All prospective proposers will receive an e-mail notification in the event any addenda are issued. Any addenda issued shall become a part of the County's RFP.

Proposers or vendors who have not obtained this proposal solicitation document directly from the County shall be responsible for immediately notifying the County that they wish to receive all written addenda on a timely basis. Proposers who do not so notify the County and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this request for proposal solicitation.

1.12 Taxes

Unless otherwise specified in this solicitation document, the proposer shall include and be responsible for paying all taxes, which shall be applicable to the sale of the proposed goods and services.

1.13 Cost of Preparation of Proposal

Pre-contractual expenses are NOT to be included in the Compensation for Contractor Services. Pre-contractual expenses are defined as expenses incurred by the Offeror in; a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Offeror's proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the contract.

1.14 Other Obligations

The selected vendor shall be required to enter into a written Agreement with the County. The County will require certain contractual obligations, which may include, but are not limited to, the following:

- *Status Reporting*—The selected vendor will be required to attend, at a minimum, monthly status meetings and submit monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance. Status reports are to be in MS-Suite of tools with, as a minimum, MS Project Gantt chart format for Schedules with MS Word narrative. In addition, weekly status calls are also required.
- *Warranty*—All equipment, software and workmanship are to be under warranty for a minimum of one year from the date of system acceptance. The warranty shall require the vendor to be responsible for all cost of parts, labor, field service, and pick up and delivery related to repairs or corrections during the warranty period. There is to be no cost to the County beyond those identified in the proposal.
- *Costs*—All costs should be detailed specifically in Section 3.1.7 of this RFP. Vendor submission should be for a fixed price solution. Costs will be unbundled and separately listed to provide pricing for the individual components of the vendor's recommended solution. This will include as a minimum, the individual DRE price, component price of other polling place equipment, optical scan equipment and all other components and software required to make the system fully functional. Vendors should fill out all appropriate cost pages and submit a completed Section 3.1.7 of this RFP as the Cost Proposal in a separately sealed package. Proposals that do not detail specific costs on the forms provided in Section 3.1.7 Costs will be considered non-responsive.
- *Other*—The final contract will contain guarantees for items such as performance guarantees for system availability, response time, and detailed system acceptance criteria. Some of the specific guarantees required are identified in Section 4. These guarantees will be used by the County to ensure the vendor meets specified delivery dates for equipment and acceptance. The selected vendor should be prepared to negotiate the inclusion of such items within the scope of services and pricing.
- *Laws to be Observed*—The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing State and Federal laws and County ordinances, regulations and codes, and those laws, ordinances, regulations and codes adopted during its performance of the work.
- *Payment Schedules*—Payments for the proposed system shall be based on defined deliverables such as installation and training. No payments will be made in advance of work performed. No less than the remaining balance of twenty-five percent (25%) of the total purchase price shall be due upon final acceptance of the proposed system by the County.
- *Financing*—The County is interested in obtaining 100% financing of the proposed voting system, building modifications and services from the selected vendor.
- *Liquidated Damages*—The County may include in the contract penalty provisions for non-performance. This may include liquidated damages at the rate of \$1000 per day.

- *Selection*—The final award of contract is subject to approval by the County acting through its Board of Supervisors.

1.15 Initial Evaluation

An initial selection will be made based solely upon the contents of the vendor's proposal. This will be used to identify the top three proposals to be considered for further evaluation and contract award. In the event there is less than 1% difference in the weighting of the third and fourth proposal, the fourth proposal may be included in the final evaluation process. Unless deemed necessary by the County, no additional information will be requested by the County or permitted from the vendor during the evaluation period.

1.16 Demonstrations

After evaluation of the final three systems, the County will require a thorough demonstration of all proposed State certified software and systems by selected finalists. The County will also require finalist vendors to present their system at 11 public meetings to be held throughout the County. The citizens of Orange County will use these public meetings to provide hands-on evaluation of the voting systems.

1.17 Final Evaluation

Evaluation of the proposals is expected to be completed within 45 days after selection of the top three finalists. An evaluation team composed of representatives of the County and its consultant will evaluate proposals on a variety of quantitative and qualitative criteria (section 1.17.3). The proposal selected shall provide the most beneficial Direct Record Electronic Voting System that meets the County's requirements. The lowest price proposal will not necessarily be selected.

1.17.1 Right to Reject Proposal

The County reserves the right to reject any or all proposals, or to make no award. The County also reserves the right to require modifications to initial proposals or to make partial or multiple awards. The County further reserves the right to excuse technical defects in a proposal when, in the sole discretion of the County, such excuse is beneficial to the County.

1.17.2 Oral Presentation

The County may award based on initial proposals received, without discussion of such proposals. Selected vendors may be invited to make oral presentations to County personnel in addition to product demonstrations. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. Finalist vendors must be prepared to discuss their approach or methodologies that will be used in analyzing both cost and business benefit factors of the vendor's proposed services to the County.

1.17.3 Evaluation Criteria

The criteria upon which the evaluation of the proposals will be based includes, but is not limited to, the following items. The county does not intend to provide prospective vendors with the weight associated

with each performance measure. The County believes any Secretary of State (SOS) certified system will meet the County's basic needs with respect to electronic voting.

Therefore, the County will be giving prime consideration to the fiscal impact of the proposed solution on the General Fund.

1.17.3.1 Proposal

- Completeness and thoroughness of the proposal. All required information should be provided, in the format specified.
- The vendor's understanding of the County's purpose, scope and objectives, including the applicability and quality of the vendor's approach.

1.17.3.2 Contract

- The vendor's willingness to negotiate a contract, including payment terms, acceptable to the County.
- The number of exceptions taken to the County's terms and conditions will be noted.

1.17.3.3 Certified Voting System

- Only systems certified by the Secretary of State, State of California will be considered. This certification shall include the ballot layout software, DRE and optical scan absentee voting systems.

1.17.3.4 Costs

- One-time costs, both system related and costs associated with building/warehouse modifications. Although the low cost bidder may not necessarily be awarded the contract, costs are an important evaluation criteria.
- Ongoing costs for maintenance and support. Note: Ongoing costs for maintenance and support are not considered part of the overall contract proposal but are necessary for overall evaluation of the vendor's proposal.
- The amount of financing and favorable rates offered by or through the vendor.

1.17.3.5 Warehouse Facility Planning and Modifications

- Completeness of vendor's plan to provide required warehouse facility planning, design, building modifications/construction, and installation.

1.17.3.6 Application Software and Integration

- Ability of proposed software to seamlessly integrate with the County's current election database software.
- Design, capability, and functionality of the proposed application software, including a quantitative analysis of the vendor's response to the RFP (i.e., the number of requirements included in the base system, the number of requirements met through customization, and the number of requirements not provided).

- The level of integration between modules.

1.17.3.7 Training

- The training package offered for ROV staff to enable vendor-less operation of the new system
- Training provided for County poll workers to allow for ease of conversion at the polling place.

1.17.3.8 Community Outreach

- Thoroughness of the vendor's proposed outreach program.
 - Education of the public on the use of the new system.
 - Ability to target special interest groups.

1.17.3.9 Vendor Experience and Resources

- The quality, relevance and number of references.
- The vendor's ability to successfully install the system,. Emphasis would be given to the specific capabilities required by the County.
- The financial stability and resources of the vendor.

1.17.3.10 Hardware, Software Design/System Architecture Approach

- Ease of use by Orange County Voters
- Ease of use by Disabled Community
- Ease of use by Multi-lingual Community
- The vendor's current technological position and future direction.
- Design, capability and functionality of the proposed hardware

1.17.3.11 Documentation and System Administration

- Quality and extent of the documentation to be provided.
- The extent of the effort required to perform System Administration functions.

1.17.3.12 Implementation/Project Management

- Level of assistance to be provided to the County by the vendor during the implementation process.
- Feasibility, timeliness and quality of the implementation schedule, and ability to meet the County's implementation deadlines.

1.17.3.13 Customer Support/Warranty and Maintenance

- The ability of the vendor to commit to the County what the County deems appropriate for vendor support during a major election.

- Qualifications, experience and technical expertise of the vendor's Customer Support staff.
- Ability of the vendor to provide long-term maintenance support to the County.
- The vendor's process for providing new releases of the software.

1.17.4 Right to Determine Proposer Capability

The County reserves full discretion to determine the capability of proposers. Proposers will provide, in a timely manner, any and all information that the County deems necessary to make such a decision.

1.18 Exceptions to the RFP

The format of the RFP should be followed and all requested information should be submitted as indicated. However, the County is receptive to any additional suggestions pertaining to services and system capabilities in addition to those contained in the RFP that the proposer believes would be useful to the County.

Any exceptions to RFP and the Model Agreement Terms, Conditions and Provisions, Appendix A should be included in writing in the vendor response.

1.19 Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the County/consultant evaluation team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract. Following award of contract, all proposals become public documents and are available for public viewing upon written request to the County.

1.20 Other General Conditions

- *Certified Systems* - Certified by Secretary of State, State of California.
- *Ballot Creation* – The system shall provide the capability to accept a single ballot content (from the DFM Associates system) into the proposed DRE, and optical scan systems, and into the existing DataVote system.
- *Current Manufacture*—Equipment furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- *Current Version*—"Packaged" application and system software shall be the most current publisher or vendor's version, as of date of contract. However, Beta test versions will not be acceptable.
- *Prior Use*—The County reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the County.

- *Availability of Funds*—In the event that sufficient funds are not available for the project, the County reserves the right to negotiate the scope of this contract, delay implementation, reject all proposals, or award another type of contract other than that required in this RFP.
- *Requirement to Meet All Proposal Provisions*—Each proposer shall respond to all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Non-substantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. The County at its sole discretion will determine whether any proposed deviation is non-substantial.
- *Proposal Retention and Award*—The County reserves the right to retain all proposals for a period of 180 days after the proposal opening date for examination and comparison. The County also reserves the right to determine and waive non-substantial irregularities in any proposal, to reject any or all proposals, and to make award as the interest of the County may require.

1.21 Service Level Agreement (SLA)

Mean time between failures is critical to successful conduct of an election. To this end the County expects a minimum operational SLA of 99.5%. Cost for the proposed system should be predicated on an SLA of 99.5% or higher. If the vendor desires to present cost figures for SLA's higher than 99.5%, it may do so be annotating as such within the price proposal for the system.

2 PROPOSAL INFORMATION

2.1 Background Statement

2.1.1 Introduction

Under the direction of the Orange County Board of Supervisors, the Orange County Registrar of Voters (“ROV”) is soliciting proposals from qualified vendors to develop and implement an automated voting system for Orange County, California. This section describes the background to the RFP, an overview of the current business environment, the County’s objectives in replacing its current voting system, and the scope of this RFP.

The ROV is interested in replacing its current punch card voting system with a certified DRE system and Optical Scan System for Absentee Voting that will meet its current and foreseeable needs, and is seeking the services of a supplier of these systems for the implementation. This solicitation supports the efforts of the County to ensure free and fair elections for its citizens by implementing a voting system that is accurate, timely and of reasonable cost to the taxpayers.

Orange County is located in Southern California and has an estimated growing population of 2,925,741 people (the 2005 projection is 3,031,440), making it one of the most populated of the 58 counties in California. The County is home to 34 cities including Anaheim (pop. 336,316) and Santa Ana (pop. 348,143).

2.1.2 Voting Volume Statistics

Orange County voters elect 185 municipal and special district officers, 142 school board members, 109 superior court judges, and help elect 18 county, 22 state and 10 federal officials. The number of candidates per major election averages 400 with up to 50 measures.

The Orange County ROV is responsible for administering Countywide elections for approximately 1.3 million registered voters. With the current election system and associated election procedures, the County hires about 7,000 election-day officials to staff each of the approximately 1,750 voting precincts during Countywide elections. Other election statistics include:

Election	Registered Voters	Absentee Ballots Cast	Voter Turnout	% Turnout	Number of Precincts
March 2002 Primary	1,286,638	220,000	533,139	41.4%	2,094
November 2000 General	1,342,746	251,157	978,285	73%	2,039
March 2000 Primary	1,228,575	181,184	724,816	59%	1,929

The ROV operates 23 Collection Centers for approximately 1,750 voting precincts. Election materials are printed in English, Spanish, and Vietnamese with the possible inclusion of other languages based upon the requirements of the 2000 Census.

2.1.3 Absentee, Provisional and Write-in Ballots

At present, there are three categories of ballots which cannot be processed election night: 1) absentee/mail ballots turned in at the polls and absentee/mail ballots received by mail on election day; 2) provisional ballots; and 3) write-in ballots.

- **Absentee/Mail Ballots** – Many absentee voters wait until the last minute to make their voting choices and then drop their absentee/mail ballots off at polling places on election day. The ROV receives most of these ballots very late on election night. All of these ballots must be processed which includes verifying each voter's signature, sorting the ballots into the appropriate ballot district for tabulation, and opening the absentee ballot envelopes. The ROV estimates that as many as 60,000 absentee ballots will be received by mail or turned in at the polls on election day.
- **Provisional Ballots** – Provisional ballots are voted at the polls when a voter's registration is in question, or when ROV records indicate the voter was sent an absentee/mail ballot. These provisional ballots are sealed in special envelopes at the polls for later individual research and verification at the Registrar's office. The ROV anticipates as many as 25,000 provisional ballots. Again, each must be verified, sorted and opened prior to tallying.
- **Write-In Ballots** – When a voter chooses to write-in a candidate whose name is not printed on the ballot, the ballot card must be individually reviewed to determine whether or not the write-in vote is for a qualified write-in candidate. All ballot cards containing write-in votes must be set aside election night for later manual review.

The final count will not become official until after completion of the official canvass.

2.1.4 Voter Registration & Ballot Creation

Every county in the State of California uses its own voting system rather than utilizing a centralized state voting system. The Orange County ROV currently uses a DataVote punch card system purchased in 1985. For the last three elections, the ROV has used a SQLServer-based election system, Election Information Management Information System (EIMS), from DFM Associates for creating voter registration and ballot layouts. A ballot counting module, Ballot Counting for Windows, (BCWin) is used for vote tabulation and to generate Statement of Votes reports. The DFM system also creates a text file for input into Ventura Publishing software for creating ballot layouts. Approximately 500 ballot types will be used by the ROV for the November 2002 election.

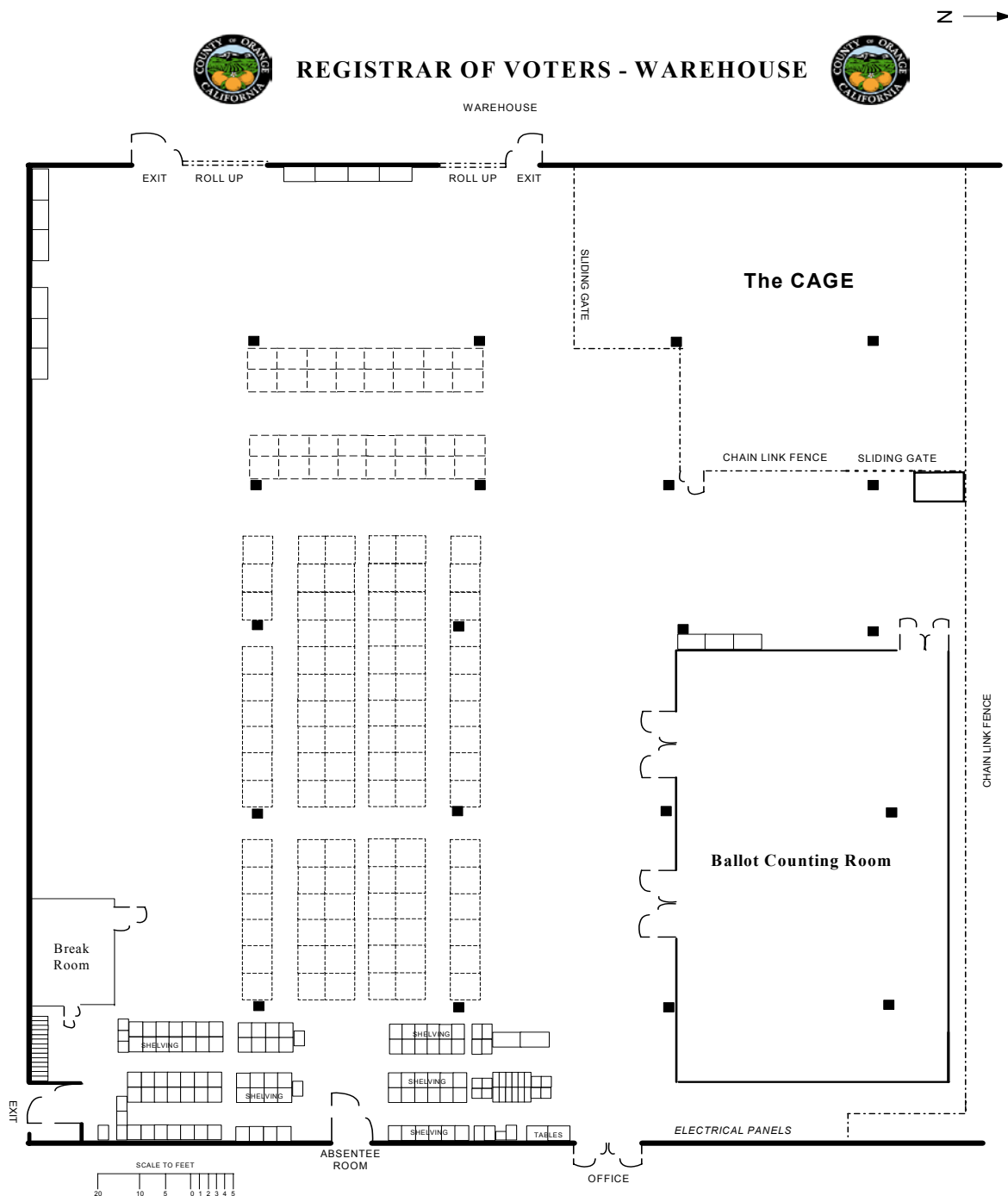
The ROV also has a CalVoter PC for access to the State of California, Secretary of State Voting System. The ROV employs four IT support staff and four data entry clerks for voter registration. The County spends approximately \$1.5M to \$2M per election for printing of sample, official and absentee ballots .

2.1.5 Voting Warehouse

The ROV maintains a 35,000 sq. ft. warehouse at the ROV main office in Santa Ana. One ROV staff person manages the warehouse and approximately 15 temporary warehouse workers are hired for three months (two months prior to the election and one month after) to assist with warehouse operations during both primary and general elections. The County owns punch cards devices that are stored at Sequoia Voting Systems facilities and orders disposable privacy booths for each election from the manufacturer. The DFM system servers, PCs and card readers are housed in the warehouse. A separate room in the warehouse is used as the Central Office. On election day, ballots are transported from the Collection Centers to the Central Office by the County Transportation Department and the Sheriff's Department.

Figure 2.1 depicts the current layout of the warehouse. All election ballots (precinct and absentee ballots) are counted in the Central Office counting room using approximately thirty-two punch card readers. The ROV retains the counted ballots in a secured area of the warehouse for up to 22 months for federal and 6 months for non-federal contests. Unused ballots are stored for up to six months.

Figure 2.1: Warehouse Diagram



2.1.6 De-Certification of Punch Card Systems

ROV will be using the DataVote voting system throughout 2002. Orange County is not one of the nine¹ California counties using a “punch-card” system decertified by the Secretary of State. The Federal court has ordered these nine decertified counties to obtain new voting systems by the March 2004 election.

ROV plans to replace its current punch card and absentee voting systems with new DRE and optical scan systems. The new voting system may be piloted for upcoming elections with full implementation planned by the March 2004 election. The new voting system shall interface to the DFM Associates Voter Registration system.

2.2 Problem Statement

2.2.1 Business Problem

The County is concerned with the following regarding a new voting system:

- The ease and accuracy of ballot layout
- The accuracy of the count
- The ease of use of the system by voters
- The ability of the system to meet the needs of special needs voters
- The timeliness of results
- The availability of an audit trail
- The reasonableness of the costs to the taxpayer

The County has made the following observations about its current election environment:

- Outdated Voting System Technology – The current punch card systems technology is outdated and is no longer supported by an industry manufacturer and as a consequence can no longer effectively and efficiently support the accuracy, timeliness and cost effectiveness requirements of the County.
- Single Supplier – The current system hardware and software can only be obtained from a single supplier and there is a decline in the market for this equipment.
- Difficulties in Ballot Distribution – Due to the physical nature of ballots manual transportation to, and from, polling places is necessary.
- Lack of Equal Protection of Secret Ballot Rights – Persons with visual and coordination disabilities cannot vote utilizing the current system without revealing their voting choices to another person, thus violating their right to a secret ballot.
- Difficulties in Determining “Voter Intent” – The current system does not always adequately ascertain the intent of the voter when the cards are not properly punched. In these cases, it is

¹ Alameda, Los Angeles, Mendocino, San Diego, Shasta, Solano, Sacramento, San Bernardino and Santa Clara.

necessary to individually identify these cards and have them reviewed by election officials to determine “voter intent”.

The County has concluded that advancements in election system technology have significantly improved the ability to accurately count votes, deliver timely results, and do so cost effectively. While the County does not seek to obtain Internet-based “cutting edge” election technology, it recognizes the shortcomings of its current technology and seeks a solution that will address them and position the County with a quality system that will be useable into the foreseeable future in an efficient, complete and economic manner.

2.2.2 Technology Problem

ROV currently uses a voter registration system and ballot counting software from DFM Associates. The DataVote punch card system was purchased in 1985. This system utilizes punch cards, and card reader technology that was developed in the 1950s and perfected in the 1960s. It costs the County approximately \$650,000 per major election just in the cost to print official ballots. The current voting system has the following technical disadvantages:

- The current system is built on obsolete technology with increasing difficulty obtaining replacement parts and limited trained support.
- The system requires labor intensive pre-election preparation.
- Although accurate, the current system is slow and logistically complicated.
- There are election night mechanical breakdowns due to the high number of punch cards processed by Orange County.
- Under the current system, there are complications with the availability of official ballot printers.
- Under the current system, ballots must be printed, then secured and delivered for the election from a location over 300 miles from the ROV main office.

2.3 Scope of Work

2.3.1 Project Vision

The Orange County Registrar of Voters (ROV) exists to serve the citizens of Orange County by faithfully conducting the election process through which they choose their representatives. The County’s vision for an election system is an automated solution that significantly improves the accuracy, timeliness and cost effectiveness of the County’s election process.

2.3.2 Project Objectives

The Project is expected to achieve the following objectives by the completion of implementation:

- Ballot Layout
 - Deploy a system that simplifies the process of ballot layout and deployment for both Absentee and in-precinct voting.

- **Vote Casting**
 - Deploy a system that increases the accuracy of vote casting, by eliminating “over-voting” and providing notification to the voter of “under voting.”
 - Deploy a system that eliminates any ambiguity of voter intent in the DRE system.
 - Deploy a system that provides absolute secrecy in voting and prevents any person from seeing or knowing the vote of any individual. Specifically, the system must protect the right to a secret ballot by providing a system that is useable by all citizens and is ADA compliant.
 - Deploy a system that allows for casting write-in votes.
- **Vote Recording**
 - Ensure that votes are recorded and retained in a secure manner so that no vote is lost or doubly counted.
- **Vote Tallying & Vote Reporting**
 - Reduce the time it takes to process vote counts and enable the reporting of unofficial election results on the same election night and possibly reporting from remote sites.
 - Significantly increase the ease of counting write-in votes.
- **Voter Education/Public Outreach**
 - Ensure that the voters of Orange County receive the necessary voter outreach and education required to easily transition to a DRE voting system and be comfortable in its use.
- **Training**
 - Provide training to ROV staff and Poll Workers to ensure seamless integration of the DRE system into Orange County’s elections process.
- **Costs**
 - Reduce the costs of managing Countywide elections by deploying a system that exhibits a demonstrable reduction in Net County Cost (NCC).
- **Duration**
 - Deploy a secure and technologically sound election system solution that is viable over the next 15 to 20 years.

2.3.3 Scope of Services

2.3.3.1 Scope of the Overall Project

The County is seeking a vendor to provide a voting system solution that will replace the punch card system currently in place. The project will involve all project implementation tasks necessary to deliver a turnkey system to the County that meets all functional and technical requirements described in detail in this Request for Proposal (RFP).

The system is to accomplish the following functions:

- **Ballot Layout**

- Vote Casting
- Vote Recording
- Vote Tallying
- Vote Reporting
- Connectivity with the Election Information Management System (EIMS)

The system is not expected to accomplish voter registration, but is required to accommodate future changes to the voting process as enacted by the legislature.

2.3.3.2 Scope of Proposed System Functions

The County intends to acquire an optical scan system to replace its current absentee voting system and a Direct Recording Electronic (DRE) system to replace its current in-precinct voting system. The vendor is expected to provide the County with a complete turnkey automated election system that will replace the current system and accomplish the following functions:

- Ballot Layout – for both absentee and DRE voting
- Vote Casting - for both absentee and DRE voting
- Vote Recording – for both absentee and DRE voting
- Vote Tallying – transmission of polling place totals to a central tally center
- Statement of Votes (SOV) – System vote tallying software will replace the SOV production currently provided by DFM in accordance with California Elections Statutes.

The System must provide for ballot layout, electronic voting, recording, tallying and reporting (SOV) of votes cast in Orange County and store them via non-volatile storage both electronically and in hardcopy of vote totals by election, contest, candidate, measure, polling place and precinct.

This automated solution must meet all mandatory requirements that are detailed in Section 4 Requirement of this RFP.

2.3.3.3 Scope of Vendor Services

The vendor must provide the Services scope of this project in a professional manner using only individuals of suitable training and skill. The vendor shall provide the services prior to the March, 2004 Primary as follows:

1. System development, delivery, installation, testing and appropriate operational diagnostics.
2. Software and hardware improvements, upgrades and modifications throughout the term of the agreement.
3. ROV staff and poll worker training
4. Complete system testing during minor elections within the County. Should the County not hold a minor election with which to fully test the system, the vendor will provide a comprehensive test election to fully exercise the system.
5. Voter information and appropriate instruction
6. Warehouse facility planning, design and building modifications
7. Financing for the purchase of the proposed system .

2.3.3.4 Voter Education & Public Outreach

Proposer agrees to provide the County with a comprehensive public outreach/voter education program to inform the voter of the change in voting method from the current punch card to the new DRE system. This outreach program will ensure ample opportunity for interested voters to learn about the differences in use of the proposed DRE system and the opportunity to become familiar through actual hands-on use of the system. The voter outreach program will also extensively target special interest/special needs community to ensure all aspects of the voting public are informed of the change to the DRE system and are provided instruction in its use.

2.3.3.5 Training of County Employees/Volunteers

The vendor will provide a comprehensive program to train ROV staff in all aspects of the use of the proposed system. At the conclusion of this training, ROV staff will be able to fully utilize and support the proposed system without the intervention of vendor staff. The vendor will also provide and staff a program to train the County's 7,000 volunteer poll workers in the use of the system at the precinct level. This training will conclude with poll workers being fully able to conduct polling place operations with the new DRE system without the intervention of ROV or vendor staff.

2.3.3.6 Primary and Supplemental Services

Proposer agrees to provide services to the County required for the development, implementation and continued support of the automated system during the term of the agreement. These services will include any supplemental services that are requested by the County and added to the scope during the proposal period or supplemental services that the vendor deems a requirement to deliver quality services.

2.3.3.7 Prime Contractor Services

Any proposer responding to this RFP must submit a proposal as a prime contractor with total responsibility for the Proposed System. The successful vendor must assume single source, i.e., turnkey responsibility and will be the sole point of contact for all Proposed System delivery, installation, operation, building modifications, testing, training, warranty, maintenance, problem determination and resolution.

The County also is interested in obtaining 100% financing of the proposed voting system, building modifications, and services from the selected vendor.

2.3.3.8 Changes to Scope of Services

During the proposal period, the County reserves the right to change, add to, or delete any part of this RFP. Additions, deletions or modifications to the original RFP could result in RFP addenda that will become an integral part of the RFP and/or vendor proposal.

The County may decide to award a contract for services less than or beyond those services specified in the scope of this RFP.

2.3.3.9 Additions to Scope of Services

The proposer shall define the process for requesting any new or additional services identified by the County, proposer or both. Proposal must include exactly how vendor plans to charge for these items.

2.4 Deliverables

The deliverables for this project are to be the products and services necessary for the successful acquisition and implementation of a voting system for Orange County. The proposer is to provide a list of the proposed deliverables.

2.5 Work Schedule

The following schedule sets forth the dates and deadlines applicable to this RFP. The specified dates are merely estimates and are not binding on the County. Nevertheless, by submitting its Proposal, each Proposer:

1. Agrees to complete its performance in compliance with the dates and deadlines set forth in the following schedule, unless the County expressly agrees to modify such schedule.
2. Represents and warrants to the County that such Proposer has the ability to comply with such schedule.

TENTATIVE SCHEDULE	
ACTIVITY	TARGET DATE
Release RFP	July 15, 2002
Pre-proposal conference	July 31, 2002
Receipt of proposals	August 30, 2002, 4:00 p.m. PDT
Evaluate RFP & Select Vendor	September 1, 2002 through November 19, 2002
Initiate Implementation	January 13, 2003

2.6 Minimum Vendor Qualifications

2.7 Prior Experience

The proposer must have conducted a successful election in at least one customer site using vendor's proposed system prior to the proposal due date for this RFP. A vendor who does not meet this requirement may be considered non-responsive and the proposal may be rejected.

2.8 Constraints

While the County both welcomes and expects creative solutions to its voting system needs, a number of constraints must be taken into consideration when preparing a response to this RFP. These are as follows:

- The system must meet all State of California, Secretary of State (SOS) certification requirements by the time the vendor submits their proposal. The only exception to this will be if the vendor is awaiting certification by the SOS. In this instance the County will accept a performance bond guaranteeing that the system will be SOS certified prior to award of contract in November, 2002, if authorization of the County to view all testing related materials is provided.
- The system must be in compliance with Federal bills S565 and HR3295 should they be enacted into law.

In addition, vendors will comply with all requirements as specified in this RFP document. Any stipulation or qualification made by vendors (as a condition for the acceptance of the contract by the vendor), which are contrary to the RFP requirements, may not be considered in the award of the contract and may cause the rejection of the entire proposal.

The County reserves the right, at its sole discretion, to add or remove constraints at any time. The County will do its best to inform vendors of these changes as soon as they are identified; however, given the dynamic nature of the County's business, constraints are subject to change at any time.

3 SUBMISSION INSTRUCTIONS

3.1 Proposal Format

The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

All proposals submitted will become the property of the Orange County ROV and will not be returned.

Proposals must remain open and valid for one hundred eighty (180) days from the opening date, unless the time for awarding the contract is extended by mutual consent of Orange County and the vendor.

To facilitate a timely and comprehensive evaluation of all submitted materials, proposals **MUST** be submitted using the format defined below as **SECTION I through VI**. Any deviation from this format may lead to the rejection of the proposal. Please note: Although the Cost Proposal is numbered as Section VI, it should be submitted as a separate document.

If the vendor proposes more than one possible systems solutions, each system solution must be provided as a separate proposal to include a separate Cost Proposal. Each proposal should clearly state which system solution is being addressed. Alternative proposals, if offered, are to be prepared using the same format and will be considered as part of the evaluation process.

All requests for information in all sections of this RFP must be responded to as concisely as possible, while providing **all information necessary** to understand the automated election system implementation process described.

Vendors **MUST** prepare a written response to each section and provide the greatest amount of detail possible regarding how the vendor proposes to address all the service requests for the County contract. These responses **MUST** specifically address all County terms and conditions and requirements detailed throughout this RFP.

Vendors may submit joint proposals as a solution.

3.1.1 Proposal Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package. Proposers shall complete the pages of requested information included in this Section 3 and Section 4 of the RFP and include in their submitted proposals based upon the proposal table of contents. The table of contents should correspond to the outline below.

Proposal Cover Page (3.1.2.1) <<RFP paragraph reference>>
Section I – Introduction
Cover Letter (3.1.2.2)
Table of Contents

Vendor Checklist (3.1.2.4)
Audited Financials and Other Reports (3.1.2.5)
Executive Summary (3.1.2.6)
Section II – Project Understanding (3.1.3)
1.1. Statement of Understanding (3.1.3.1)
1.2. Scope/Solution/Project Narrative (3.1.3.2)
1.3. Deliverables (3.1.3.3)
1.4. Exceptions (3.1.3.4)
Section III – Methodology and Approach (3.1.4)
Description of Scope of Proposed Solution (include completed Section 4 Requirements of this RFP) . (3.1.4.1)
Description of Proposed Products (3.1.4.2)
Description of Proposed Services (3.1.4.3)
Project Schedule (3.1.4.4)
Evaluation Plan (3.1.4.5)
Section IV – Project Management (3.1.5)
Project Management Approach (3.1.5.1;3.1.5.2)
Relationship Management (3.1.5.3)
Project Reporting (3.1.5.4)
Project Manager (3.1.5.5)
Change Management (3.1.5.6)
Problem Management (3.1.5.7)
Quality Management (3.1.5.8)
Security Management (3.1.5.9)
Risk Management (3.1.5.10)
Service Continuity Management (3.1.5.11)
2. Section V – Qualifications and Experience (3.1.6)
Vendor Qualifications (3.1.6.1)
Prior Experience (3.1.6.2)
Personnel (3.1.6.3)
Customer References (3.1.6.4; 3.1.6.5)
Contract Performance (3.1.6.6)
Subcontractors (3.1.6.7)

Conflict of Interest (3.1.6.8)
3. Section VI – Pricing (3.1.7)
Cost Proposal
Financing
Payment Projections
Terms of Payment

3.1.2 SECTION I – INTRODUCTION

3.1.2.1 Cover Page

This must include the RFP number, title and the complete vendor name and mailing address.

3.1.2.2 Cover Letter

This section should be a 2 to 3 page summary of the key aspects of the proposing company, its proposed election system solution and the principal advantages to the County, including continuing maintenance and support expenditures.

Proposals must include the telephone number of the person the County should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. Any exceptions to the County contract general terms and conditions should be discussed here.

The vendor must attach a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal employer ID number.

The vendor must attach a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

A vendor representative authorized to make contractual obligations must sign the cover letter.

3.1.2.3 Corporate Description

As an attachment to the cover letter, vendors should provide an overview of their areas of operations including other services and products that the company may produce. The firm also should briefly describe its corporate history and growth. Other information to be provided includes:

3.1.2.3.1 CONTACT INFORMATION

- a) Official Company Name and Federal Tax ID Number
- b) Company Address and Phone Number
- c) Primary Contact Name, Address, Phone Number and email address

- d) Company contact authorized to negotiate contract with the County Name, Address, phone number and email address.

3.1.2.3.2 COMPANY INFORMATION

- a) Company Size
- b) Geographical Reach including Local , Regional and International offices
- c) Organizational Structure
- d) Current market position and strategy
- e) Future vision and strategy

3.1.2.3.2.1 How many years has the company actively provided voting systems for counties?

3.1.2.3.2.2 Which office will serve the County?

3.1.2.3.2.3 How many years has the office, which will service the County, been operational?

3.1.2.3.2.4 How many employees in the office, which will service the County, are dedicated to Election System Services?

3.1.2.3.2.5 How many employees does the company have nationwide?

3.1.2.3.2.6 How many employees does the company have dedicated to Election Systems Service?

3.1.2.4 Vendor Checklist

This checklist will help vendors to submit complete proposals. Proposals missing required elements are incomplete. Please include the components listed below in your submission. Please indicate whether each item specified is included in your response and cross-reference to the page where the item is located. The County expects that vendors will provide additional information to further clarify their proposals and specify the benefits to the County in selecting the proposed solution.

Item	Vendor Proposal Page Reference
Cover Page	
Cover Letter (original signature binding proposal must be included)	
<input type="checkbox"/> Telephone # and contact name	

<input type="checkbox"/> Brief organizational history <input type="checkbox"/> Years in the business <input type="checkbox"/> Services provided <input type="checkbox"/> Legal corporate status <input type="checkbox"/> Vendor Tax ID # <input type="checkbox"/> Corporate description	
Executive Summary	
Bonds and Other Security Documents	
Vendor/Subcontractor Information	
Audited Financial Statements	
Reference List	
Completed Vendor Questions from Section 3 of this RFP	
High-level System Architecture	
Contracts for Any Related Hardware Purchase and Maintenance	
Contracts for Software Purchase and Maintenance	
Equipment/hardware Descriptions	
Technical Brochures	
Documentation Table of Contents	
Statement of Work	
Training	
Community Outreach	
Complete List and Description of Proposed Deliverables	
Implementation Plan and Training Plan/Schedule	
Resumes	
Project Schedule	
System Software and System Administration Training Course Outlines	
Completed Requirements from Section 4 of this RFP	
Completed Costs of this RFP	
Any exceptions to the sample contract agreement in Appendix A	

If any of the requested items are not included, please explain the reason. Proposals may be rejected if any requested item is not completed and submitted.

3.1.2.5 Audited Financials and Other Reports

Vendor should demonstrate that they are in sound business condition and should provide the County with audited financial statements and other appropriate reports for the past two years. Please include this information with your proposal and/or as part of proposal cover letter.

3.1.2.5.1 GROSS REVENUE

What was the vendor's annual gross revenue and net profit as a percent of sales for the previous three (3) fiscal years?

Vendor: _____	Annual Gross	Net Profit as a Percent of Sales
Fiscal year 2001	\$	%
2000		
1999		

3.1.2.5.2 FINANCIAL STATEMENTS

Provide a copy of the company's last two years financial statements (including subcontractors). Indicate attachment name/number.

3.1.2.5.3 BANK REFERENCE

Please provide at least one bank reference.

Bank Name

Contact

Address

Phone

3.1.2.5.4 DUN & BRADSTREET NUMBER

3.1.2.6 Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.

3.1.3 SECTION II – PROJECT UNDERSTANDING

Vendors **MUST** clearly understand the County's current situation and indicate in their proposed solution how it meets the requirements documented in this RFP. Vendors may provide additional information as needed.

3.1.3.1 Statement of Understanding

- What do you understand to be the purpose and scope of this project?
- What are the pertinent issues and potential problems related to the project?

3.1.3.2 Scope of Work/Solution/Project Narrative

What is your proposed solution to the needs identified by the County?

3.1.3.3 Deliverables

Describe the deliverables in specific, and to the extent possible, measurable terms.

3.1.3.4 Exceptions

Please note here any exceptions taken to the RFP and/or the County's Agreement, Appendix A. All exceptions must be documented here regardless of whether referred to elsewhere in your proposal.

3.1.4 SECTION III – METHODOLOGY AND APPROACH

Describe the methodology you would use to carry out this project and the reason for selecting this methodology. Detail tasks to be undertaken.

3.1.4.1 Description of Scope of Proposed Solution

In this section, indicate the degree to which your proposed solution meets the County's stated requirements.

3.1.4.1.1 PROPOSED SYSTEM ARCHITECTURE

Provide a high-level description, and attach a diagram, of the overall proposed system architecture that clearly illustrates the proposed components and their interrelationship.

3.1.4.1.2 COMPLIANCE WITH COUNTY REQUIREMENTS

Complete Section 4 Requirements of this RFP and include it here in your response to this RFP.

3.1.4.2 Description of Proposed Products

In this section, provide a detailed description of your proposed election systems solution intended to meet the County's vision and requirements for a new system.

3.1.4.2.1 REQUIRED HARDWARE AND RELATED EQUIPMENT

To provide the County with the ability to compare vendors' proposals, each proposal will include the following minimum requirements:

- Vendors are to provide 9,000 DRE voting devices (5 DRE's per polling location + 250 spares.) Each device will include a portable container that functions as a storage device as well as a privacy booth. These containers shall be stored in rackable carts to be stored in the warehouse.
- In-precinct equipment to support 1,750 polling places. Note: Equipment that may be used for more than one purpose at a polling place may only be counted one time. If the DRE functions as both a voting machine and controller, you must include sufficient machines to field the 9,000 machines plus controllers for 1,750 polling places.
- Equipment required to make each of the 1,750 polling places ADA accessible. The vendor will specify how many of the DREs at each polling place will be ADA accessible based upon the vendor's proposal.
- Optical Scan Equipment to process 250,000 Absentee Ballots within an eight (8) hours time period.
- Purchase and installation of racking system to house all required DREs.

3.1.4.2.2 PROPOSED HARDWARE AND RELATED EQUIPMENT

In addition to the equipment specified in 3.1.4.2.1 above, the vendor must recommend all other equipment required to fully implement their proposal. This should include, but is not limited to, the central processors and related equipment, including printers, system software, and/or application software necessary for the normal operation of the proposed system(s).

The following chart details the applicable specifications for each component type. For each component, the vendor should respond in the "As Recommended" column with the manufacturer's name, model and description. Also, for each item, the vendor should indicate the "Proposed Specification" in the column provided if it is different than the "As Recommended".

Component Type	As Recommended Mfg./Model/ Description	Proposed Specification
Server No. 1 Description		
1. Processor		
2. Chip Set		
3. RAM		
4. Disk Storage Capacity (GB)		
• Avg. Access Time (Ms)		
• Transfer Rate (Mb/sec)		
5. 3½" Floppy, 1.44 Mb		
6. Monitor Size (Inches)		
7. CD/DVD		
8. Monitor Type (1024 x 768)		
9. Video Memory (MB)		

Component Type	As Recommended Mfg./Model/Description	Proposed Specification
10. Keyboard Type		
11. Optical Backup		
12. NIC, Network Cards		
13. USB Ports		
14. Serial Ports		
15. Parallel Ports		
Printers (if recommended)		
16. Type		
17. MTBF – Mean Time Between Failure		
18. Speed		
Voting Devices		
19. DRE Device complete with Privacy Booth and Storage Container		
20. Optical Scan Equipment (Absentee Voting)		
Voting Device Auxiliary Components (Specify)		
21. Cartridges		
22. Smart Cards		
23. Battery Packs		
24.		
25.		
ADA Equipment: (Please specify)		
Uninterruptible Power Supply (UPS) for DREs		
Other Equipment Proposed: (add as appropriate)		

3.1.4.2.3 PROPOSED SYSTEM SOFTWARE

The County requires that system software is considered state-of-the-art technology and represents the most current version in production at the time of installation.

List all system software proposed or available with the system. Include all system software necessary to operate the proposed hardware components. Indicate by a letter code "I" if the software is included in this proposal, or letter code "O" if optional with this system. For those coded "I" or "Included", all costs should be identified in the vendor's Cost Proposal.

	Response	Code I or O
Operating system:		
Name		
Release Level		
Database Management System (DBMS):		
Name		
Release Level		
Languages/Compilers		
Report writer programs		
Other (list)		

3.1.4.2.4 PROPOSED DATABASE MANAGEMENT SYSTEM (DBMS)

	Y/N
a. Does the proposed DBMS provide SQL capabilities?	_____
b. Is the DBMS ODBC compliant?	_____
c. Does it provide a data dictionary that is integrated with all tools supplied for application development and ad hoc database access?	_____
d. Does it provide its own scripting language?	_____
e. Does it support a Microsoft Windows interface?	_____
f. Does it include a fourth generation language?	_____
g. Does it include an activity-monitoring feature to maintain statistics on performance, disk I/O, index usage/non-usage, etc.?	_____
h. Does it include record locking techniques for concurrence control?	_____
i. Does it provide the capability to selectively journal any or all database transactions to an audit trail file?	_____
j. What specific capabilities for user modifications are provided under a run-time license?	_____

3.1.4.2.5 PROPOSED APPLICATION SOFTWARE

The chart on the next page requires the vendor to identify the application packages proposed. The vendor should provide all information requested for each application.

Notes for Chart:

- Name of software developer if other than proposing software vendor.
- Operational Status:

P—Planned for Future

D—In Design or Under Development. Indicate estimated release date.

B—In Beta Test or Limited Release

O—Fully Installed and Operational. Can be demonstrated at Customer Location

Application	Package Name & Version	Developer	Development Language or Tool	Operational Status	Date First Installed	No. of Installed Sites

3.1.4.2.6 PROPOSED APPLICATION UPGRADES

3.1.4.2.6.1 Are software improvements found at other sites provided to the County at no charge?

3.1.4.2.6.2 Describe the tasks required for the County following a new release/major redesign of an application.

3.1.4.2.6.3 Describe the upgrade installation process including County staff roles and typical timelines.

3.1.4.2.6.4 Are all features listed and changes described in application updates?

3.1.4.3 Description of Proposed Services

Provide a description of your proposed services intended to support the automated solution described above, and to meet the County's stated requirements.

3.1.4.3.1 MATRIX OF PROPOSED VENDOR SERVICES

Please indicate the company name that will furnish the product or service below.

Prime Vendor

Systems Integrator

System Software

Application Software

Maintenance (Specify)

Staff/Volunteer Training
(Specify)

Community Outreach

Voter Education

Equipment

Warehouse Expansion &
Building Modifications

Other

3.1.4.3.2 IMPLEMENTATION AND PROJECT MANAGEMENT SERVICES

The County requires that the prime contractor take responsibility for providing extensive project management and implementation services for all proposed systems and applications. The prime contractor is expected to guarantee the successful, timely completion of those aspects of the project over which it has control. The County intends to take responsibility for meeting its obligations as defined in an agreed upon project implementation plan. Detail below the nature and extent of the services to be provided in this area.

3.1.4.3.2.1 Provide name(s) and resume(s) of the individual(s) who would potentially be designated the project manager.

3.1.4.3.2.2 Project Schedule Services

The selected vendor will be required to create and continuously update a project schedule using Microsoft Suite software and provide as a minimum project schedule using a Microsoft Project Gantt chart format with narrative in Microsoft Word. Describe the nature and extent of the services to be provided in this area.

3.1.4.3.2.3 Which of the following services will be provided?

Response

Maintain project schedule.

Coordinate hardware planning and installation.

Develop detailed education and training plan (voter education, Board staff training, transport training, poll worker training, etc.)

Conduct detailed design review.

Problem solving and trouble shooting all vendor products and services.

Prepare project status reports and attend status meeting.

Onsite coordination of vendor and County efforts. Describe extent.

Response

Other (describe).

3.1.4.3.2.4 Attach or reference section of a recommended detailed implementation schedule, including installation, design, testing, training, and election support. Provide dates of expected equipment installation, building modifications and County responsibilities and timeframes. The schedule should be based upon the number of months after contract signing and should represent “not to exceed” or guaranteed completion dates. Any contingencies, such as tasks requiring County effort, should be identified.

3.1.4.3.3 WARRANTY AND MAINTENANCE SERVICES

Complete the warranty and maintenance matrix below based on the proposed approach. For services proposed within the matrix include all costs in the Cost Section of this RFP.

Complete one (1) matrix per vendor offering warranty/maintenance services.

Vendor Name: _____		
	Response (Application Software)	Response (Hardware)
What is the length of the warranty (months)?		
Does warranty begin from installation or acceptance?		
What are the hours of warranty coverage (e.g., Mon-Fri 7:30 a.m. to 5:30 p.m. PDT)?		
What are the hours of maintenance coverage (after the warranty expires)?		
Warranty/Maintenance Services: <ul style="list-style-type: none"> • Telephone Support (Y/N)? • Normal hours of telephone support operations (Central time)? • Extended hours of telephone support operations (Central time)? • Toll Free “800” number (Y/N)? • Remote dial-up/Internet software diagnostics (Y/N)? • Remote dial-up/Internet software update (Y/N)? • Updates and enhancements included (Y/N)? 		

Vendor Name: _____		
	Response (Application Software)	Response (Hardware)
<ul style="list-style-type: none"> How often are enhancements provided? User group membership (Y/N)? Newsletter (Y/N)? 		
Service/support response time (hours) <ul style="list-style-type: none"> Via telephone/modem <ul style="list-style-type: none"> Average Guaranteed On-site <ul style="list-style-type: none"> Average Guaranteed 		

3.1.4.3.3.1 If needed, further describe your proposed warranty/maintenance services.

3.1.4.3.3.2 Will you guarantee a fixed maintenance cost for the software? If so, indicate number of years.

3.1.4.3.3.3 List any exceptions or limitations to your proposed warranty/maintenance services for the software as indicated within the matrix.

3.1.4.3.3.4 Describe the service coverage provided under the warranty period.

3.1.4.3.3.5 List additional services provided for the under the terms of the agreement at no additional cost to the County.

3.1.4.3.4 INSTALLATION/INTEGRATION/TESTING SERVICES

Please complete both the installation and training matrices below based on your proposed approach. For services proposed within each matrix, include all costs in the "Installation and Training" section in the following table. Complete one (1) matrix per vendor offering installation/training services.

Vendor _____	
Installation/Integration/Testing Services	Equipment and Software

Describe Services Below	Hours	
	On-Site	Off-Site
Total Installation/Integration/Testing Services Proposed		

3.1.4.3.5 TRAINING SERVICES

Please complete the training matrices below based on your proposed approach. For services proposed within this matrix, include all costs in the cost section of this RFP. Complete one (1) matrix per vendor offering installation/training services.

Vendor _____			
Training Services	Application Software		
	Total Hours Provided		Allowed # of Attendees
	On-Site	Off-Site	
System Software/Utilities			
System Administration			
DBMS Administration			
Technical Support Training			
Application System Administration Training			
Other (describe)			
Total System Administration/ Management Training Hours Provided			

3.1.4.3.5.1 Describe your training approach/methodology.

3.1.4.3.5.2 Describe your approach/methodology for voter education.

3.1.4.3.5.3 Describe your training approach/methodology regarding warehouse operations.

3.1.4.3.5.4 Provide any pertinent details, limitations, and exceptions concerning the services offered for training.

3.1.4.3.5.5 Attach and clearly identify a list or catalog of optional classes or training available but not included in this proposal.

3.1.4.3.5.6 Identify and describe your online training courses and online evaluation tests provided.

3.1.4.3.6 DESCRIPTION OF PROPOSED WORK PLAN

Using the following outline, please provide a proposed statement of work containing the following information. For proposals using Prime and Sub Vendors, include which Sub Vendors will be doing which activities and why. Project Background

1) Project Scope

2) Project Organization

- a) Structure (e.g., vendor and County teams)
- b) Staffing (e.g., additional staffing and backfill requirements, etc.)
- c) Roles and Responsibilities (e.g., job description, titles, etc.)
- d) Other Resource Requirements (e.g., site preparation facilities, electrical, work space, etc.)

3) Project Methodology

- a) Phase (e.g., installation, design, testing, training, election support)
- b) Implementation and Task Plans for Project Planning, Business Process Re-engineering, etc.
- c) Deliverables (e.g., Detailed Project Schedule)
- d) Assumptions (e.g., time required of team members)

4) Project Management

- a) Project Meetings (e.g., status meetings—frequency and attendance)
- b) Reports (e.g., status reports—frequency of reports, contents)
- c) Project Issues Resolution (e.g., issues database—description of approach to issue identification, evaluation, resolution, etc.)

5) Training

- a) ROV staff training
- b) Poll Worker training

6) Community Outreach

- a) Voter Education
 - b) Special Interest/Special Needs Interaction
-

7) Warehouse

- a) Facility Expansion
- b) Building Modifications
- c) Fixtures

8) System Acceptance—User Acceptance and Technical Testing

- a) Methodology
- b) Document Deliverables
- c) Application Deliverables (e.g., system acceptance test and approval process)

9) Payment Schedule

- a) Payment Schedule based on major deliverables and/or milestones

Included with you response for the statement of work, provide a separate list and description of all proposed deliverables (e.g., Project Work Plan and Schedule, Evaluation Plan, Detailed Design Specifications, Education and Training Plan, Cut-Over Plan, Final System Acceptance Test Plan, etc.).

3.1.4.4 Proposed Project Schedule

Provide a chart showing project activities that includes the achievement milestones upon which progress payment will be claimed. Attach a reference section of a recommended detailed implementation schedule, including installation, design, testing, training, and election support. Provide dates of expected equipment installation and County responsibilities and timeframes. The schedule should be based upon the number of months after contract signing and should represent “not to exceed” or guaranteed completion dates. Any contingencies, such as tasks requiring County effort, should be identified.

3.1.4.5 Proposed Evaluation Plan

How will you assess the progress of the project while it is underway?

3.1.5 SECTION IV – PROJECT MANAGEMENT**3.1.5.1 General Management**

The Proposer shall develop and observe a set of management procedures and practices designed to ensure adequate control over:

1. The vendor's personnel
2. The functionality of the Proposed System
3. Changes to the system
4. The quality of vendor provided systems and services
5. The quantity of chargeable resources used to perform the Services.

3.1.5.2 Project Management

Explain here your approach to project control, including details of the methods used in controlling project activities. Describe your project management approach including the method used in managing the project and the project management organizational structure including reporting levels and lines of authority.

3.1.5.3 Relationship Management

Explain here how your organization will represent itself to The County from an overall viewpoint. Describe the internal process used to select an individual to be the primary interface to the County. Discuss treatment of account management, status reporting (hardcopy and electronic), performance review meetings (at least monthly), contract management, audits, planning, setting priorities and handling service requests.

3.1.5.4 Project Reporting

Describe your status reporting methodology including details of written and oral progress reporting. Provide a sample progress report showing how you intend to show the County the status of the implementation.

3.1.5.5 Project Manager

Identify your designated project manager to coordinate your responsibilities under the contract and to be the sole source of project communication and responsibility to the County. **Include** here, the resume for this individual.

3.1.5.6 Change Management

Explain here your process for ensuring proper coordination and control of all changes, policies and procedures in order to minimize service outage or degradation.

3.1.5.7 Problem Management

Explain here your proposed process for problem management including: problem logging, problem prioritization, problem resolution, tracking of unresolved problems, problem escalation procedures, and problem closeout and reporting practices. Please provide a sample of your Issue Resolution Log.

3.1.5.8 Quality Management

Explain here your proposed quality assurance and testing practices as well as how you plan to incorporate each customer's unique requirements. **Explain** here your internal quality management program. This should include reference to the use of any specific methodologies, as well as the receipt of any quality certification. Remember to base Quality Management on a minimum of 99.5% SLA.

3.1.5.9 Security Management

Explain here how you plan to maintain physical and logical security of the voting services you provide. This should include an overview of the policies and practices to prevent, detect and resolve security breaches.

3.1.5.10 Risk Management

Identify the potential risks and problems, which, in your experience, occur on projects of this type. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective. Please provide the risks and mitigation efforts in a linked format such as a chart with the risk on the left hand side and the associated mitigation effort on the right to provide the County assurance that all vendor-identified risks have an associated mitigation.

3.1.5.11 Service Continuity Management

Explain here your policies and procedures to provide uninterrupted voting service, including descriptions of disaster recovery planning and testing capabilities, and standard backup and recovery procedures.

3.1.6 SECTION V – QUALIFICATIONS & EXPERIENCE

This section should provide all relevant information regarding each proposer's unique capabilities as an automated election system vendor. Both the documentation of proposer's internal practices and satisfaction of the customer base are an essential part of the County's evaluation process.

3.1.6.1 Vendor Qualifications

Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.

3.1.6.2 Prior Experience

Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project. Does the proposer have demonstrated experience in completing similar projects on time and within budget? Do the individuals assigned to the project have experience on similar projects? How extensive is the applicable education and experience of the assigned personnel?

The proposer should discuss its customer base including a profile of geographical areas served, customer size, and type of solutions and services provided.

3.1.6.3 Personnel

The proposer should demonstrate that it employs a competent team of people that are readily available to work on this project.

All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Each person's role must be identified and documented in the following format:

Provide a list of the names, positions, onsite hours per month and duration of assignment for each of your personnel that may be assigned to the project.

Person	Role/Position	Hours Per Mo.	Duration

In addition, include the following for each project team member:

- Experience with the specific tasks being proposed
- Work history on similar project
- Technical Qualifications
- Certifications or honors
- Legal Relationship with the Prime Contractor

3.1.6.3.1.1 Attach or reference section of resumes showing experience and educational qualifications of personnel to be assigned directly to the project team.

3.1.6.3.1.2 Describe your plan in maintaining continuity in the composition of the project team.

3.1.6.3.1.3 In the table below, indicate the number of hours proposed for each Vendor project team member. In addition, the ROV requires all necessary on-site pre-election, Election Day, and post election support for a minimum of two (2) years. Include

team role, number of people assigned to role type, a brief description of tasks, estimated number of staff hours per role per month, and duration of the project required. These tasks should correspond to the steps in the Work Plan steps.

Vendor Project Team Role	Qty	Tasks	Hours Per Mo. (On-site and Off-Site)	Duration (weeks, months)

3.1.6.3.1.4 In the table below provide each County project team member required to assist in the implementation of the proposed system. Include team role, number of people assigned to role type, a brief description of tasks, estimated number of staff hours per role per month, and duration of the project required.

County Project Team Role	Qty	Tasks	Hours Per Mo.	Duration (weeks, months)

3.1.6.3.1.5 Describe what is required of the County to ensure a successful system implementation.

The County reserves the right to approve or disapprove any change in the successful vendor's project team members whose participation is specifically offered in the proposal. This is to assure that the prime contractor does not arbitrarily remove persons with vital experience and skill from the project.

Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal.

The County may terminate the contract based on the loss of what the County considers “key” personnel.

3.1.6.4 Customer References

The proposer must submit five customer references, including contact information for similar projects your firm has completed.

One of these references should involve the specific technical solution being proposed, i.e., the same type of technology and equipment models.

3.1.6.5 Reference Contact Information

For each reference, the proposal shall contain the following information

- Organization Description
 - Agency Name
 - Contact Name
 - Contact e-mail Address
 - Contact Telephone Number
 - Number of voting devices installed
 - Number of regional & central tabulation sites
 - Number of registered voters
 - Number of election districts
- Project Description
 - Products and Services Rendered to Organization
 - Duration/Dates of Relevant Project(s)
 - Contract Value
 - Service/Business continuity provisions
 - Project Scope
 - Project Objectives
 - Project Status and Outcome

3.1.6.6 Contract Performance

If a vendor has had a contract terminated due to the vendor’s non-performance or poor performance during the past five years, all such incidents must be described, including the other party’s name, address and telephone number. If no such terminations have been experienced by the vendor in the past five years, so indicate.

Vendors will also provide any instances where litigation was brought against the vendor in relation to implementation of a DRE system.

3.1.6.7 Subcontractors

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the County project manager, and with prior written approval from the project manager. Vendors will be responsible for the subcontractors meeting all terms and conditions of the specifications.

This section must be completed for all subcontractors included in the proposal. Also include three (3) references for each subcontractor.

Company Name		
Local Address		
Headquarters Address		
Company Web-site Address		
Contact Representative(s)		
Name	Title	Telephone and Email Address

3.1.6.8 Conflict of Interest

Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County's determination regarding any questions of conflict of interest shall be final.

3.1.7 SECTION VI – PRICING

3.1.7.1 Cost Proposal

It is understood and accepted by both the County and the vendor that the vendor proposal includes all necessary costs, including all applicable fees, incurred to duly provide the Proposed System, building/warehouse modifications, training and community outreach. These costs include life cycle maintenance costs for upgrades, patches and modifications developed by the proposer to maintain and/or improve the Proposed System during the term of the agreement.

All proposal prices must be in U.S. Dollars. Any applicable fees should be identified in the vendor proposal and shown separately from charges for services

Estimated proposal prices are not acceptable.

Note: The vendor's price proposal shall include the costs of any modifications necessary to the warehouse to adequately store and maintain the system's 9,000 DREs and other applicable polling place equipment.

3.1.7.2 Financing

Vendor must include proposed financing and/or financing options for the proposed system.

3.1.7.3 Terms of Payment

The vendor must propose the terms of payment in its proposal. **The County seeks a fixed price contract in which all payments are tied to deliverables.** The County will withhold a minimum of 10% of the total cost or the final payment, whichever is greater until final delivery of goods and services and acceptance of the system occurs. The County may wish to perform final system testing with an independent vendor. If the County deems this appropriate, final payment may be withheld until final approval by this vendor.

The proposal **MUST** clearly indicate **ALL COSTS** that the County is expected to incur over the life of the agreement based on the information contained in this RFP. The total of charges specified in the Cost table provided below **MUST** match the total of costs shown in the deliverable-based proposed payment schedule.

Vendor MUST provide separate pricing for each alternative solution proposed.

3.1.7.4 Summary of Total Cost

3.1.7.4.1 SUMMARY OF ONE-TIME COSTS:

The County seeks a fixed price contract in which all payments are tied to deliverables. The proposal **MUST** clearly indicate **ALL COSTS** that the County is expected to incur over the life of the agreement based on the information contained in this RFP. Provide a summary of all one-time costs for the system you are proposing. The subtotals carried forward to this page should agree with the detail schedules on the preceding pages. This fixed price contract will be predicated on an SLA of 99.5%.

	Total
Hardware/Equipment	\$
System Software	\$
Application Software	\$
Training	\$
Community Outreach	\$
Other Costs	\$
Financing	\$
Warehouse Facility Planning & Building Modifications	\$
Service Expense	\$
Management Fees	\$
Freight	\$
TOTAL ONE-TIME COSTS	\$
Optional Costs	\$

3.1.7.4.2 SUMMARY OF RECURRING COSTS:

Provide a summary of all annual recurring costs for the system you are proposing. The subtotals carried forward to this page should agree with the detail schedules on the subsequent pages.

	Total
--	-------

	Total
Hardware/Equipment Maintenance	\$
System Software Maintenance	\$
DBMS System Software	\$
Application Software Maintenance	\$
Support Services	\$
Annual License Fees	\$
Software Upgrades	\$
Other	\$
TOTAL ANNUAL RECURRING COSTS (Not to Exceed)	\$

3.1.7.5 Detail of One-Time Costs (shaded areas to be left blank)

One-Time Implementation Costs	Price Per Unit	Quantity	Total Sales Price ²	Total	Assumptions
DRE					
(Specify Unit Model)		9,000			
DRE Auxiliary Components, apart from those included in unit cost necessary to make the DRE fully functional during a normal election e.g.,					
Cartridges					
Smart Cards/ Buttons					
Battery Packs					
Visually impaired accessories					
Electrical Needs					
Telecommunication\Data Needs					

² Orange County is not exempt from sales tax; County does pay sales tax.

One-Time Implementation Costs	Price Per Unit	Quantity	Total Sales Price ²	Total	Assumptions
Modems					
DRE Specific Software					
Other (Please Specify)					
Other equipment required at each polling location (1,750) for it to be fully operational during a normal election		1,750			
Absentee Voting Unit					
(Specify Unit Model)					
Scanner					
Counting Device					
Absentee Voting Unit Auxiliary Components, apart from those included in unit cost, e.g.,					
Sorters					
Special Paper					
Marking Tools					
Counting Device Specific Software					
Other ³ (Please Specify)					
Central Office Computer Hardware					
Servers					
Desktops					
Laptops					
Memory/Cartridge Readers					
Electrical Needs					
Telecommunication					
Modems					

³ Printing costs are not to be included

One-Time Implementation Costs	Price Per Unit	Quantity	Total Sales Price ²	Total	Assumptions
Routers					
Switches					
Central System Software					
Other (Please Specify)					
Other Hardware					
DRE Transportation Carts					
Warehouse Racking system					
Spare Parts, Tools and other Equipment					
Software Expenses Not included in Other Unit Costs					
License Fee					
Any Upgrade Costs					
Other Software Costs (Specify)					
Data Communications (Note: Although the county does not intend to initially utilize this feature, it may wish to do so in the future.					
Data Communications Costs for transmitting precinct-voting data to the Central Office.					
Service Expenses					
Project Management Costs					
Installation Costs					
Interface Costs (if any)					
Testing Costs					
Staff Training Costs					
Poll Worker Training Costs					
Voter Education Costs					

One-Time Implementation Costs	Price Per Unit	Quantity	Total Sales Price ²	Total	Assumptions
Community Outreach					
Other (Please Specify)					
Management Fees					
Travel					Specify # of trips
Shipping and storage					
Supplies					
Surcharges					
Discounts					Show Negative Amount
Other (Please Specify)					
Total Purchase Cost					

3.1.7.6 Detail of Financing Costs

Describe the financing to be provided to the County for the proposed system.

Include below information regarding lease options.

Financing			Total Finance Cost		Assumptions
Financing Cost w/terms					
License Transfer Charges					
Financing Termination Charges					
Total Cost					

3.1.7.7 Detail of Warehouse Costs

The selected vendor will absorb all costs associated with any and all modification to the ROV warehouse to store and maintain 9,000 DREs and associated polling place equipment.

Warehouse Costs	Assumptions	Cost
Additional Space Requirements (cost per sq. ft.)		\$
Environmental Protection Modifications		\$
Racking and Other Fixtures		\$
Other		\$

3.1.7.8 Detail of Annual Recurring Costs

Annual Recurring Costs	2003	2004	2005	2006	2007
Maintenance Fees					
Hardware Maintenance					
Applications Software Maintenance					
Other (Please Specify)					
Support Services					
Help Desk Tier One Support					
Second & Third Level Support					
On-Site Pre, During, Post Election Support (2 years required)					
Other (Please Specify)					
Other Annual Costs					
Product Warranty Costs					
Software Upgrade Costs					
Annual License Fees					
Other (Please Specify)					
Total Annual Recurring Costs					

3.1.7.9 Hourly Rates

For any item of service that falls outside this contract, what are your hourly rates? The rates must be fixed for the implementation period:

Hourly Rates	
Training	\$
Programming	\$
Design	\$
Installation	\$
Implementation	\$
Other	\$

4 REQUIREMENTS

4.1 Introduction

The requirements set forth in this RFP are based on specifications currently envisioned. It is anticipated that certain modifications, adjustments or additions may be required. Proposers should therefore use the descriptions of the Proposed System as a general guide, not as an exhaustive or fixed list of all specifications. Each proposer is strongly encouraged to demonstrate in its proposal any requirements, features or services that such Proposer believes is necessary or advisable, in addition to or in lieu of, those specifically identified in this RFP.

The sections that follow describe the County's requirements for inclusion in the vendor's proposal. The vendor should describe, provide information or make comments that would demonstrate their adherence to these requirements. This information should be presented in the same sequential order as the requirements described below and should be part of Section III of your submitted proposal as indicated in the required table of contents.

<p>4.2 Legal Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Page
<p>4.2.1 Incorporation of Documents By Reference</p> <p>The following documents and their implied requirements are incorporated herein by reference: 1) California Election Laws (the "Elections Code")</p> <p>2) Performance and Test Standards for Direct Recording Electronic Voting Systems – Federal Election Commission, January 1990 (the "Voting System Standards")</p> <p>In the event of any conflict among the requirements of the documents listed above and this RFP, the order of precedence shall be as follows: 1) California Election Laws, 2) This RFP, 3) Voting System Standards</p>			
<p>4.2.2 Certification Requirements</p> <p>As California law mandates, election officials must procure voting equipment that has been certified by the California Secretary of State. Prospective Proposers should become familiar with the State certification process. Prior to Orange County being in a position to negotiate a final agreement for a new voting system, approval for certification through the State process shall be completed.</p>			
<p>4.2.3 Legal Compliance During Warranty</p> <p>If the California Secretary of State determines, during the applicable warranty period, that existing law requires that the System must be modified, the vendor will make such modifications without charge or cost to the County.</p>			

<p>4.2 Legal Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Page
<p>4.2.4 Warranty of Modified Previously Certified Systems</p>			
<p>If the vendor's system has been improved since it was certified by the California Secretary of State, the vendor must warrant that the modifications have not impaired the System's accuracy, efficiency, capacity or its compliance with California requirements regarding electronic voting systems.</p>			

<p>4.3 Education Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. The proposer shall provide their proposed education and/or training program for each of the sub-categories listed below.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<p>4.3.1 General Education Requirement</p>			
<p>The proposal shall include details about education for each of the target audiences listed below. The training details shall include:</p> <ul style="list-style-type: none"> • The number of on-site training days • The number of students per training session 			

<p style="text-align: center;">4.3 Education Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. The proposer shall provide their proposed education and/or training program for each of the sub-categories listed below.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<ul style="list-style-type: none"> • Warehouse training on all storage aspects of the new voting system • An outline of the curriculum for each audience • What audio-visual aides will be used • What documentation will be used • What on-going training support will be provided. 			
<p>4.3.2 Voter Education/Community Outreach</p>			
<p>The proposer must agree to provide the County with a comprehensive public outreach/voter education program to inform the voter of the change in voting method from the current punch card to the new DRE system. The program may include voter information guides, VCR training tapes and voting machine demonstrations.</p> <p>Explain how this outreach program will ensure ample opportunity for interested voters to learn about the differences in the use of proposed DRE system and the opportunity to become familiar through hands-on use of the system.</p> <p>Explain how the voter outreach program will extensively target the special interest/special needs community to ensure all segments of the voting public are informed of the change to the DRE system and provided instruction in its use.</p>			

<p style="text-align: center;">4.3 Education Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. The proposer shall provide their proposed education and/or training program for each of the sub-categories listed below.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<p style="text-align: center;">4.3.3 ROV Staff Training</p>			
<p>The proposal shall include a detailed plan to instruct the Registrar of Voters' (ROV) personnel in the logic and accuracy (L&A) testing, operation, and maintenance of all aspects of the proposed system. Training should also address injury prevention in the transport, use and maintenance of system components. At the conclusion of this training, ROV staff shall be able to fully support, utilize and maintain the new system, both hardware and software without vendor intervention.</p>			
<p style="text-align: center;">4.3.4 Transport Training (if required)</p>			
<p>Additionally, proposer must be prepared to instruct the ROV's outside contractors as to transportation of the in-precinct components of the system to the polling places. The proposer must list steps that County staff or contractors must take to unpack and/or setup the voting devices and any ancillary equipment prior to opening the polling place. Proposer must also list steps that must be taken to prepare the voting devices and any ancillary equipment for return shipment to the place of storage. If the proposed system is thirty pounds or less (DRE with accompanying transportation case/voting booth), the proposal should demonstrate how the system will be transported to and returned from the Polling Place as is done with the current punch card system.</p>			
<p style="text-align: center;">4.3.5 Poll Worker Training</p>			
<p>The proposal must provide and staff a program to train the County's 7,000 volunteer poll workers in the use of the system at the polling place. The proposer must list steps that County staff or poll workers must take to activate the voting</p>			

<p style="text-align: center;">4.3 Education Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. The proposer shall provide their proposed education and/or training program for each of the sub-categories listed below.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<p>devices and ancillary equipment to allow a voter to cast a ballot. The proposer must also list and describe the steps that polling place officials must take to close the polling location.</p> <p>Explain at the conclusion of this training session how the poll workers will be fully able to conduct polling place operations with the new DRE system without the intervention of ROV or vendor staff.</p>			
<p>Explain how the training of poll workers addresses the issue of injury prevention in the transport and use of the system.</p>			

<p style="text-align: center;">4.4 Implementation and Acceptance Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<p>A written and mutually approved implementation plan and acceptance test shall be developed upon contract completion. This plan will be predicated on a minimum SLA of 99.5%.</p> <p>Vendors MUST submit an implementation plan outlining costs, activities, schedule and the acceptance test plan associated with the delivery and installation of the system. The implementation and delivery of all services included within this RFP should be accomplished as rapidly as possible, but individual sites and/or services may occur at different times throughout the process. Vendor proposals should include suggestions and methods to facilitate this implementation. The opportunities for cost reduction must be stated clearly.</p> <p>The County will require completion of an acceptance test after the installation of the proposed solution. The acceptance test will involve meeting minimum criteria developed by the County. These criteria will include, but are not limited to, the achievement of specified system availability, performance and service level commitments for a period to be determined during contract negotiation. The vendor will be required to provide a statement indicating compliance with the installation and acceptance test.</p> <p>In the event that the vendor fails to complete the implementation and acceptance test within the time period agreed upon, The County reserves the right to terminate the contract and draw or claim upon any bid bond performance guarantee, letter of credit, surety or other form of guarantee provided for the benefit of the County pursuant to the terms of the contract.</p>			

System Requirements	E	U	M	C	N
<p>4.4.1 System Requirements</p> <p>Listed below are the County's system requirements. The vendor shall indicate the status of its ability to meet each system requirement stated by checking the appropriate box for "existing", "under development", "minor modification", "major customization", "third party software" or "not available" categories.</p> <p>Existing = Feature, function, etc, exists in the current product of Proposer and is included in this proposal and is included in the costs shown for this proposal.</p> <p>Under Development = Feature, function, etc, is not part of the vendor's standard product, but is already underdevelopment and will be provided as part of this proposal and is included in the costs shown for this proposal.</p> <p>Modification Included = Feature, function, etc, is not part of vendor's standard product, is not currently under development, but will be provided as part of this proposal and is included in the costs shown for this proposal.</p> <p>Customization not included= Feature, function, etc, is not part of vendor's standard product, is not currently under development, will not be provided as part of this proposal but the cost for it may be shown separately.</p> <p>Not Included = Feature, function, etc, is not part of vendor's standard product, is not currently under development, will not be provided as part of this proposal and the cost is not included or shown separately for this proposal.</p>	Existing	Under Development	Modification Included	Customization Not Included	Not Included
4.4.1.1 Overview of System Requirements					
<p>These system requirements have been organized according to the following categories of requirements.</p> <ol style="list-style-type: none"> 1. Voting Lifecycle Requirements 2. System Performance Requirements 3. System Security Requirements 4. System Interface Requirements 5. System Test and Acceptance Requirements 6. System Software Requirements 7. System Hardware Requirements 8. Warehouse Requirements 9. System Network Requirements 10. System Supplies Requirements 11. System Support Services Requirements 12. Additional Specific Requirements 					
4.4.1.1.1 PREPARATION FOR VOTING					
<p>4.4.1.1.1.1 Programmable Ballot</p> <p>The Proposed System shall provide a programmable ballot that displays choices for the contests, candidates and</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
measures of the election. The voter shall make selections by selecting displayed choices.					
4.4.1.1.1.2 Multi-lingual Capability The Proposed System shall be capable of generating alternate language ballot displays and instructions including at a minimum, alternate language display of any contest, measure and instructional information. The proposed system must initially accommodate at least six languages and be expandable to at least ten languages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System integrates multiple languages. How many and which languages are offered by the system?					
4.4.1.1.1.3 Accommodation of Voters With Disabilities The design and installation of Proposed System equipment used in the polling place shall accommodate access by voters with visual or mobility disabilities in compliance with the Americans with Disabilities Act (ADA).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.1.4 Accommodation of Voters With Visual Disabilities The design and installation of Proposed System equipment must include an adequate size of ballot font that can be called up by the voter to accommodate all segments of the population. The proposal must stipulate the size of a ballot position and the font size of candidate information within the position if the maximum available positions on the voting device are to be used for an election. The Proposed System must include adequate lighting for use and operation by voters, polling place workers and County staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System shall accommodate voter visual disabilities.					
4.4.1.1.1.5 Accommodation of Voters With Mobility Disabilities The design and installation of Proposed System equipment shall include wheelchair accessibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System shall accommodate wheelchair accessibility.					

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.1.6 Accommodation of Secrecy for Voters with Disabilities</i> The Proposed System shall allow all voters, including those with disabilities, to cast their ballot in absolute secrecy.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System allows all voters, including those with disabilities, to cast their ballot in absolute secrecy.					
<p><i>4.4.1.1.1.7 Accommodation of Illiterate Voters</i> The Proposed System shall accommodate voters regardless of their ability to read..</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System allows all voters, including those who are illiterate, to cast a ballot.					
<p><i>4.4.1.1.1.8 Accommodation of Additional Candidates and Measures</i> The Proposed System shall accommodate an expanded ballot to meet space for an unlimited number of candidates and measures in the future.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System shall accommodate an expanded ballot to meet space for an unlimited number of candidates and measures in the future.					
<p><i>4.4.1.1.1.9 Multiple Ballot Styles</i> The Proposed System shall accommodate the multiple ballot styles used in the County. For example, the County may have more than 600 different ballot styles translated into at least 3 alternate languages (2,400 total types).</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System shall accommodate the multiple ballot styles used in the County. For example, the County may have more than 600 different ballot styles translated into at least 3 alternate languages (2,400 total types).					

System Requirements	E	U	M	C	N
<i>4.4.1.1.1.10 Printing of Ballots</i> The Proposed System shall allow for printing of ballots by any vendor/manufacture.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.1.11 Write-In Votes</i> How does the system allow for write-in votes for any contest to comply with California's election laws?					
Explain here how the system allows for write-in votes for any contest to comply with California's election laws?					
<i>4.4.1.1.1.12 Provisional Voting</i> Explain here, how the Proposed System allows for provisional voting in compliance with California Election Law?					
<i>4.4.1.1.1.13 Programming of Voting Equipment</i> The Proposed System shall provide a means of programming each piece of precinct and/or central counting equipment in accordance with the ballot requirements of the State and County . The programming shall include a method for validating the correctness of the program and of its installation in the equipment or in a programmable memory device if one is used.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.1.14 Software Installation for Voting Equipment</i> The Proposed System shall provide a means to ensure that software (whether nonresident or resident) has been properly selected and installed for the election, and that the software correctly matches the ballot formats that it is intended to process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.1.15 Verification of Correct Ballots</i> The Proposed System shall permit verification that the ballots are correct before the polling places open.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed system permits verification that the ballots are correct before the polling place opens.					

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.1.16 Last Minute Ballot Changes</i></p> <p>The Proposed System shall provide a process for implementing and distributing non-scheduled and/or “last minute” ballot changes. Ballot changes may include the addition or subtraction of candidates, measures or political parties.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Explain here what is the process of the Proposed System for implementing and distributing non-scheduled and/or “last minute” ballot changes? What is the minimum lead-time required to make and to distribute these types of changes?</p>					
<p><i>4.4.1.1.1.17 Vote for all Entitled Candidates and Questions</i></p> <p>The Proposed System shall permit each voter to vote for all contests and for as many candidates allowed by law and to vote upon all measures allowed by law without restriction. The Proposed System shall equally restrict voters from voting in contests and upon questions for which they are not entitled to vote.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.18 Primary Election Voting</i></p> <p>The Proposed System shall comply with election statutes and have the ability to change as the statutes change.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Explain here how the Proposed System shall comply with the statutes.</p>					
<p><i>4.4.1.1.1.19 Equipment/System Readiness Tests</i></p> <p>Each DRE device and its auxiliary equipment, and all central counting equipment, shall contain provisions for verifying proper preparation for an election and for verifying that both the hardware and the software are functioning correctly. These tests and diagnostic procedures may be executed manually or automatically to validate the proper execution of individually selected equipment functions.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Explain here how the system should be tested for malfunction before polling places open.</p>					

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.19.1 Other Information Needed for Readiness of Equipment</i></p> <p>Other information needed to ensure the readiness of the equipment and to accommodate administrative reporting requirements</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.19.2 Test Ballots</i></p> <p>Polling place equipment shall permit the use of test ballots to verify the correct interpretation of the ballot format(s) it is programmed to process, and to verify that voting data processing is accurate and reliable. Test data shall be segregated from actual voting data, either procedurally or by hardware/software features.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.20 Verification at the Central Office</i></p> <p>If the Proposed System includes equipment for the consolidation of polling place data at one or more central counting places, it shall have means to verify the correct extraction of voting data from transportable memory devices, or for the acquisition of such data over secure communication links. Verification shall include the use of security procedures and communications security devices to be employed during the consolidation of actual voting data, as well as such other tests necessary to assure the readiness of the equipment and to accommodate administrative reporting requirements.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.21 Reporting at the Central Office</i></p> <p>Any portion of the Proposed System used to process ballots cast by a voter at the polling place or absentee ballots in a central count environment shall provide a printed record of the following upon verification of the authenticity of the commands:</p>					
<p><i>4.4.1.1.22 Absentee Voting Requirements</i></p> <p>The Orange County ROV conducts two types of absentee voting: (1) mail-in absentee voting; and (2) in-office absentee voting. Approximately 90% of the absentee voting is mail-in. Because the County recognizes that certain types of systems require an absentee component that differs in vote casting method from the in-precinct component, the County will consider purchasing an alternate technology version of a system for the purpose of conducting mail-in absentee voting. The County offers in-office absentee voting in its central location and would expect to use precinct-voting equipment for in-office absentee voting.</p>					

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.1.22.1 Interface Option</i></p> <p>The Proposer shall provide an interface between its proposed voting system and the County's existing Elections Information Management System, which currently processes voters for both types of absentee voting.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.22.2 Early Voting</i></p> <p>The proposer's system will allow for early voting without the addition of additional hardware or software.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.22.3 Absentee Voting System</i></p> <p>The proposer's absentee voting system shall accommodate mail-in absentee voting and in-office DRE voting.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.23 Absentee Ballot Counting</i></p> <p>The Proposed System shall include the capability to generate and count absentee ballots in accordance with the requirements of the California Elections Code.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.24 Absentee Ballot Count Processing</i></p> <p>The Proposed System shall provide the throughput to process a minimum of 250,000 absentee ballots in eight (8) hours.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.25 Absentee Voting Capability/In-Office Absentee</i></p> <p>The Proposed System shall be capable of supporting absentee voting commencing 50 days before a scheduled primary, general or special election. This capability shall include any ancillary devices needed to support absentee voting with the proposed system.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.1.26 Absentee Purpose and Locations.</i></p> <p>The County is interested in receiving from Proposers a method to implement a new voting system in a minimum of five (5) locations in the County in order to: 1) introduce the Proposed System to the County's electorate, 2) provide the electorate an opportunity to become familiar with the system and, 3) to instill public confidence in its ease of use, administration and accuracy before implementation on a County-wide basis. The locations shall be operational and open to voters at least 35 days prior to the election.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.1.2 OPENING THE POLLING PLACE The Proposed System shall provide a means of verifying that the selection features work. The system shall provide a self-contained voting booth in which the voter may vote the ballot in privacy. The Proposed System shall provide a means of activating the vote recording device verifying that the device has been correctly prepared and will allow the counting or casting of ballots.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.2.1 Election Day Technical Support The vendor shall provide on-site technical support at the ROV Central Office on Election Day.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.2.2 Verification at the Polling Place The Proposed System shall provide a printed record of all of the following upon verification of the authenticity of the commands:					
4.4.1.1.2.2.1 The election's identification data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.2.2.2 The equipment's unit identification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.2.2.3 The ballot's format identification for the specified precinct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.2.2.4 Active Register The contents of each active candidate register (by contest) and of each active measure register (showing that they have been set to zero).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System will provide verification that the Active Registers have been properly set.					
4.4.1.1.3 CASTING AND COUNTING BALLOTS					
4.4.1.1.3.1 Presentation of All Candidates and All Measures Per Voter The Proposed System shall provide for ballots that indicate the name of every candidate, the ballot designation (BD) and a brief summary of every measure on the ballot on which the voter is entitled to vote.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.3.2 Means of Marking Ballot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
The Proposed System shall provide instructions and a means by which the voter may directly mark the ballot to cast votes.					
4.4.1.1.3.3 Enable Legal Number and Combination of Votes The Proposed System shall enable the voter to vote for all candidates and measures appearing on the ballot in any legal number and combination to which the voter is entitled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how votes are totaled under a system of cumulative voting where a voter may distribute a number of votes to more than one candidate. (Note that this is only currently allowed in San Francisco)					
4.4.1.1.3.4 Election Day Power Loss The Proposed System shall provide, in case of power interruption at the precinct, a means for voting operations to continue. This means shall consist of either an un-interruptible power supply (UPS) or other means to keep voting equipment active.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the system retains and reports votes cast in the event of a loss of power.					
4.4.1.1.3.5 Voting Ease of Use The Proposed System shall be designed so that actions performed by the voter such as making a vote selection are easily understood so that errors are prevented to the maximum extent possible, and so that recovery from an erroneous action is facilitated by the features of the system prior to casting the ballot.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.3.6 Over-Voting The Proposed System shall not permit a voter to over-vote a contest and shall enable the voter to correct his or her selections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System shall not allow a voter to over-vote a contest and enable the voter to correct his or her selections.					
4.4.1.1.3.7 Under-Voting The Proposed System shall warn a voter that they have under-voted a contest and permit them to correct or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
accept the under-vote.					
Explain here how the Proposed System shall warn a voter that they have under-voted a contest and permit them to correct or accept the under-vote.					
<i>4.4.1.1.3.8 Write-in Voting</i> The Proposed System shall provide a means of recording the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest in compliance with California's Election Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.3.9 Final Ballot Review</i> The Proposed System shall allow the voter to review and/or modify his or her selections before final casting of the votes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the voting system allows the voter to review and/or modify his or her selections before final casting of the votes.					
<i>4.4.1.1.3.10 Voting in a Recall Election</i> The Proposed System shall provide for the casting of a ballot in a recall election in the manner specified in California Elections Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.3.11 Count of Votes Cast</i> The DREs shall count each ballot as it is cast. The DRE shall have a public counter that displays the number of ballots cast. The DRE shall have a security lock and seal that prohibits access to voting results at the polling place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.1.4 CLOSING THE POLLS					
4.4.1.1.4.1 Closing and Reporting DRE devices shall provide a means for closing the polls and for preventing the further casting of ballots once the polling place has closed. After the polls have been closed, the Proposed System shall produce voting data summary and system status reports, as specified by the Registrar of Voters, for inspection and signature by the designated polling place official(s). No publication of actual vote count is allowed at the polling place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.4.2 Electronic File Transmission of Polling Place Results In addition to the casting of votes and tabulation of DRE results, the Proposed System shall have the capacity to create an electronic file, or similar document, containing a precinct's results and allowing them to be transported to a regional counting station, from which they may be electronically transmitted to the Central Office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.4.3 Electronic Data Pack Transmission of Polling Place Results This Proposed System shall include data pack or memory cards, which permit the physical transporting of an electronic copy of polling place results to a receiving station and devices for transmitting results of the individual precincts from the regional Collection Center to the Central Office by modem or similar device (VPNs).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.5 PRODUCING VOTING REPORTS					
4.4.1.1.5.1 Unofficial Tally Reporting The Proposed System shall provide for the release of unofficial results after closing the polls (only through the Central Office and not at polling places). These reports may consist of reports of votes counted for one or more precincts, one or more contests, and one or more measures in a format peculiar to the system, subject to approval by the County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.5.2 Official Tally Reporting Official voting data reports for the complete County shall comply with the requirements of the California Elections Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
Explain here how the system can provide an alphanumeric printout of results pursuant to California Election Code. Can copies be made?					
<p><i>4.4.1.1.5.3 Electronic Transmission to Secretary of State</i></p> <p>The software components must accurately perform the reporting and transmitting functions such that the results data can be received by the Board in a form usable for tabulating results. These results are then conveyed electronically to the Secretary of State's Office over its statewide System for election night reporting.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.5.4 Customer Reports</i></p> <p>The Proposer shall design, develop, test and deliver any specialized or custom reports that the Registrar of Voters may request over the life of the contract. It is anticipated that a majority of these requests will be based on summary information by precinct or other voting entities and must be presented in electronic and hard copy format. The intent for using this information is to upload election results to the ROV's web page, Internet or other forms of public dissemination.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>4.4.1.1.5.5 Precinct Reports (To Be Printed at Central Office Only)</i>					
<p><i>4.4.1.1.5.5.1 Control of Precinct Reports</i></p> <p>The Proposed System shall provide a means of producing a printed report of the cumulative votes counted at the precinct and by individual machine, and for extracting this information from a transportable programmable memory device or data storage medium, if one is used. Until the proper sequence of events associated with closing the precinct has been completed, the system shall not allow the printing of a report or the extraction of data.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.5.5.2 Consolidation of Precinct Results</i></p> <p>If more than one unit of vote-counting equipment is used in a precinct, the system shall provide a means for consolidating the data contained in each unit into a single report for the precinct. The consolidation process shall comply with the security and procedural requirements for the system as a whole and for individual counting devices.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.5.5.3 Precinct Report Content</i></p> <p>As a minimum, voting data reports for each precinct shall include:</p> <ol style="list-style-type: none"> 1. Number of ballots cast by each ballot configuration/type. 2. Candidate and measures vote totals for each contest. 3. The number of ballots read within each precinct, by type, including totals for each party in primary elections. 4. Number of Provisional Ballots Cast 5. Number of Write-in Votes Cast (for each contest) 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.5.6 Data Communications</i></p> <p>The Proposed System shall support a means for the secure electronic transfer of voting data from the precinct to the Central Office (only upon close of precinct).</p> <p>Explain here how the Proposed System shall support a means for the secure electronic transfer of voting data from the precinct to the Central Office. Do not include costs for this capability in your total cost. Show it as a separate cost item.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6 PRODUCING AUDIT REPORTS					
<p><i>4.4.1.1.6.1 Audit Records for Entire Election Process</i></p> <p>The Proposed System shall provide audit records for all phases of elections operations. These records rely upon automated audit data acquisition and machine-generated reports with manual input of some information. Primary emphasis is placed upon audit records of the ballot preparation and election definition phase, of system readiness tests, and ballot-counting operations. The software shall activate the logging and reporting of audit data as described in the following sections.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here what standard reporting and audit trail techniques are incorporated into the system.					

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.6.2 Real Time Audit Records</i></p> <p>The timing and sequence of audit record entries is as important as the data contained in the record. Except where noted, provisions shall be made for the creation and maintenance of a real-time record. The purpose of the real-time record is to provide the operator or precinct official with continuous updates on machine status. This information allows effective operator intervention during an error condition and contributes to the reconstruction of election-related events necessary for recounts or litigation.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.3 Real Time Clock</i></p> <p>The Proposed System shall incorporate a real-time clock as part of system hardware and meet Secretary of State requirements. It should maintain an absolute record of the time and date or a record relative to some event whose time and data are known and recorded. All audit record entries shall include the time-and-date stamp. The clock shall run regardless of power loss.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.4 Continuous Audit Record</i></p> <p>The audit record shall be active whenever the system is in an operating mode; this record shall be available at all times, though it need not be continually visible. The generation of entries shall not be terminated or interfered with by program control or by the intervention of any person. The physical security and integrity of the record shall be maintained at all times. Once the system has been activated for ballot processing, the contents of the audit record shall be preserved during any interruption of power to the system until processing and data reporting have been completed.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here how the Proposed System will provide continuous audit records.					
<p><i>4.4.1.1.6.5 Audit Record Printer</i></p> <p>A separate printer is not required for the audit record, and the record may be produced on the standard system hard copy output device if the following conditions are met:</p> <ol style="list-style-type: none"> 1. The generation of audit trail records does not interfere with the production of output reports. 2. The entries can be identified so as to facilitate their recognition, segregation and retention. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
3. The physical security of the audit record entries can be ensured.					
<p><i>4.4.1.1.6.6 Pre-election Audit Reports</i></p> <p>During election definition and ballot preparation phases, an audit log shall be maintained of completion of the baseline ballot formats and modifications to them, a description of these modifications, and corresponding dates. These data are required to verify the election-specific database has been correctly prepared and maintained throughout subsequent modifications to the baseline format.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.7 Audit Log Content</i></p> <p>The pre-election audit log shall include manual data maintained by election personnel, samples of all final ballot formats, and the ballot preparation edit listings associated with them.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.8 System Readiness Audit Record</i></p> <p>Prior to the initiation of ballot counting, the Proposed System shall be able to verify hardware and software status through an audit record. This readiness audit record shall include the identification of the software release, the identification of the election to be processed, and the results of software and hardware diagnostic tests. In the case of systems used at the precinct, the record shall include the precinct's identification.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.9 Ballot Format Test</i></p> <p>The ballot interpretation capability shall test ballot formats to be processed. Such tests shall verify the allowable number of votes for an contest or measure, the combinations of voting patterns permitted or required by the using jurisdiction, the inclusion or exclusion of contest or measure as a result of multiple ballot formats within the precinct, and any other characteristics that may be peculiar to the jurisdiction, the election, or the precinct's location.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.10 Processing of Test Ballots</i></p> <p>The readiness audit capability shall allow the processing, or simulated processing, of sufficient test ballots to provide a statistical estimate of processing accuracy.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.11 Deletion of Test Ballot Data</i></p> <p>The Proposed System shall ensure non-contamination of voting data through checks of all data paths and memory locations to be used in actual vote recording. Upon the conclusion of the tests, the software shall provide evidence in the audit record that the test data have been expunged.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
<p><i>4.4.1.1.6.12 Screen Registration</i></p> <p>The Proposed System shall have all screen registration requirements completed during L & A (at Central Office) and shall not become mis-aligned during the course of an election. If the Proposed System involves the registration of the ballot screen and the registration becomes mis-aligned in the course of Election Day, the system shall log the condition and automatically be disabled from further voting.</p>					
<p>Explain here any other requirements of the Proposed System that would require adjustment or other action by the poll workers after opening the polls and before closing the polls of an election.</p>					
<p><i>4.4.1.1.6.13 In-Process Audit Records</i></p> <p>The Proposed System shall provide in-process audit records consisting of data documenting system operation during diagnostic routines and the casting and tallying of ballots. At a minimum, the in-process audit records shall contain machine generated error and exception messages to ensure that successful recovery has been accomplished. Examples include:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.13.1 System Interrupts</i></p> <p>The source and disposition of system interrupts resulting in entry into exception handling routines.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.13.2 Exception Handlers</i></p> <p>All messages generated by exception handlers.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.13.3 Error ID & Count</i></p> <p>The identification code and number of occurrences for each hardware and software error or failure.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.13.4 Security Notifications</i></p> <p>Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing. This information shall be stored in on a non-volatile medium such that this information will survive the “crash” of the system.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>4.4.1.1.6.13.5 Event Notifications</i></p> <p>Other exception events such as power failures, failure of critical hardware components, data transmission errors, or other type of operating anomaly.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.1.6.14 System Status Messages Critical system status messages other than informational messages shall be recorded by the system during the course of normal operations. These items include:					
4.4.1.1.6.14.1 Startup Diagnostic and status messages upon startup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6.14.2 Zero Total The “zero totals” check conducted before opening the polling place or counting a precinct centrally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6.14.3 Voter Transaction The event and time, if available, of enabling/casting each ballot, i.e., each voter’s transaction as an event.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6.14.4 Non-critical Messages Non-critical status messages that are generated by the machine’s data quality monitor or by software and hardware condition monitors are not required in real-time and may, instead, be reported in log form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6.15 Post-election Audit Records After all ballots have been counted either at the Central Office, the Proposed System shall provide an audit record of all operator actions and system events occurring during consolidation of voting data and the preparation of the official canvass.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.6.16 Reports for Required Hand Count The Proposed System shall print the reports necessary to perform a 1% manual count as required by California Elections Code.					
Explain here how the Proposed System shall print the reports necessary to perform a 1% manual count as required by California Elections Code.					

System Requirements	E	U	M	C	N
Explain here what types of back-up capabilities are integrated into the voting system? In the case of a recount, can the election be reconstructed ballot by ballot with the voters maintaining anonymity?					
4.4.1.1.7 RECOVERING FROM ERROR CONDITIONS					
4.4.1.1.7.1 Display of User Error Messages Error message entries shall be made and reported as they occur. Except for error messages which require resolution by a trained technician, all other error messages requiring intervention by an operator or precinct official shall be displayed or printed unambiguously in easily understood language text or by means of other suitable visual indicators. The proposed system will also accommodate notification of visually impaired voters or direct notification of poll workers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.7.2 Fail-Safe Responses to User Error Messages The message cue for all systems shall clearly state the action to be performed in the event that voter or operator response is required. System design shall ensure that erroneous responses will not lead to irrecoverable error. Nested error conditions shall be corrected in a controlled sequence such that system status shall be restored to that initial state existing before the first error occurred.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.7.3 Display of Technician Error Messages When numerical codes are used for trained technician maintenance or repair, the text corresponding to the code shall be self-contained or an instructional sheet shall be affixed inside the unit device. This is intended to reduce inappropriate reactions to error conditions and to allow for ready and effective problem correction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.1.7.4 Poll Worker Error In the event of a poll worker error in operating the vote recorder, the Proposed System shall provide audible and/or visual indication of the error and a means for correcting the error which does not result in the corruption of any previously cast voting data or inhibit the continuance of voting after the error has been corrected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
<p>4.4.1.2 System Performance Requirements</p> <p>The County's minimal acceptable performance level for a Proposed System is that it shall meet or exceed that which the County has today, with ABSOLUTELY NO degradation in performance. Failure to meet these performance standards shall constitute grounds for the County's immediate cancellation of the contract. These performance standards include, but are not limited to, the areas described below:</p>					
<p>4.4.1.2.1 VOTING CAPACITY</p> <p>The Proposed System must be capable of serving up to 2,000,000⁴ registered voters in 2,000 precincts and shall be capable of additional growth to meet any increase in voter rolls anticipated by the County during the term of the Agreement. Such growth shall be possible through the acquisition of additional polling place equipment only. All election administration and voting data reporting software shall be capable of supporting this growth without modification.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.4.1.2.2 REPORTING CAPACITY</p> <p>The Proposed System must be capable of computing and reporting results of the total votes cast within three (3) hours (by 11:00 p.m.) following the close of the polls.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.4.1.2.3 DURABILITY</p> <p>The Proposed System shall be designed and constructed to permit operational use for a minimum service life of fifteen (15) years, provided that normal maintenance and parts replacement are performed on the schedule specified by the vendor.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁴ Based on demographic estimates through the year 2020.

System Requirements	E	U	M	C	N
4.4.1.2.4 RELIABILITY The Proposed System shall be designed and constructed to assure that the reliability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the Voting System Standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.2.5 MAINTAINABILITY The Proposed System components shall be designed and constructed to assure that the maintainability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the Voting System Standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.2.6 AVAILABILITY The Proposed System shall be designed and constructed to assure that the availability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the Voting System Standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.2.7 OPERATION THROUGH POWER FAILURE The Proposed System shall provide for continuation of voting operations for a minimum period of 3 hours in the event of interruption of external power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here what aspects of the system will be impacted in case of a power failure. What are the available contingency plans to respond to such a situation on Election Day that will assure its successful completion?					
4.4.1.2.8 SAFETY The Proposed System shall contain no identified hazards to personnel and/or equipment occurring during operation, maintenance, storage, transportation or disposal. Residual potential hazards shall be mitigated by design redundancy, fail-safe features, safety devices, warning devices, operational constraints, and/or precautionary procedures. The content of this section notwithstanding, the Proposed System shall comply with all of the safety requirements of all applicable State and Federal occupational safety and health standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.3 System Security Requirements The County will implement security procedures to prevent unauthorized physical access to sensitive voting equipment. The Proposed System shall include and support operational features to prevent both inadvertent and deliberate operations that could result in the disruption of the election process and corruption of election administrative and voting data.					
4.4.1.3.1 OPERATIONS ACCESS CONTROL The operation of the Proposed System shall be consistent with the administrative access control system of the County enabling the access of designated personnel to system functions which they are authorized to perform and preventing their access to system functions which they are not authorized to perform.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.2 ROLE-BASED ACCESS CONTROL All County staff and poll workers permitted access shall be issued user names and passwords and shall be grouped in the system by role, and granted access based upon the their designated role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.3 COUNTY ADMINISTRATOR ACCESS CONTROL The County designated system administer shall be able to grant or revoke access to system capabilities of roles and shall be able to grant or revoke assignment of roles to individual logons.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.4 SECURITY REPORTING The County system administrator shall be able to report on user activity by logon ID. These reports shall contain details on user, date, time and type of access.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.5 SOURCE CODE CONFIDENTIALITY The Proposer must warrant complete and strict confidentiality of the source code provided to the County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.6 EQUIPMENT OPERATION CONFIDENTIALITY The Proposer must warrant that there are no installed devices or software for vendor tracking of system hardware and software usage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.3.7 BALLOT SECURITY The Proposed System must provide acceptable ballot security procedures and impoundment of votes cast to prevent tampering with, or substitution of, any votes cast. The voting devices must be constructed in such a manner that during the progress of voting, every person is precluded from seeing or knowing the number of votes thus far registered for any candidate or question.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.3.8 SECURITY PROCEDURES The proposal must detail documentation for recommended user procedures that enhance system security to prevent or detect tampering with or altering of the codes or programs for tabulating votes cast.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain here what physical and system security features are in place that will identify, monitor and prevent tampering. The proposal must describe in detail the security (hardware and software) proposed, including but not limited to, firewall, intrusion detection systems, virus protection systems and others.					
4.4.1.3.9 WINDOWS NT/2000 SECURITY If the operating system is based on Microsoft Windows NT/2000, explain here what security measures are employed should the system be used in a network environment. Explain how you have addressed operating system level security.					
4.4.1.3.10 SECURITY AND CONFIDENTIALITY OF DATA COMMUNICATIONS The Proposed System shall provide a means to assure that all administrative and voting data transmitted from one device to another within a site, or transmitted between sites, shall be protected against unauthorized access and corruption of data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.4 System Interface Requirements The Proposed System shall provide an interface to export and import data to and from the County's EIMS (Election Information Management System)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

System Requirements	E	U	M	C	N
4.4.1.5 System Test and Acceptance Requirements					
4.4.1.5.1 BALLOT TESTING Each ballot format generated for the simulated primary election and each ballot format generated for the simulated general election shall be used to vote test ballots in the pattern and quantity specified in the System Acceptance Test Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.5.2 MULTI-LINGUAL CAPABILITY TESTING To verify conformance, all ballot formats and audio tracks generated for the simulated primary election and all ballot formats and audio tracks generated for the simulated general election shall be produced in each of the languages that the voting system can accommodate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.5.3 PROGRAMMING AND SOFTWARE INSTALLATION TESTING To verify conformance to this RFP, ballot vote recorders in the quantities specified in the System Acceptance Test Plan shall be programmed for the simulated primary election, the simulated special election and the simulated general election. Correct programming shall be verified by performing a Logic & Accuracy test.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.5.4 EQUIPMENT READINESS TESTING⁵ DRE devices in the quantities specified in the System Acceptance Test Plan shall be activated to demonstrate that all built-in diagnostic tests are functioning as designed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁵ The County Registrar of Voters will evaluate the Independent Testing Authority's Qualification Test Report and its conclusions regarding compliance with the requirements of the FEC Voting System Standards. The County, at its sole discretion, may determine that additional special tests and examinations are required to assure compliance with its requirements.

System Requirements	E	U	M	C	N
4.4.1.5.5 SYSTEM READINESS TESTING All system hardware and software, inclusive of DRE devices in the quantities specified in the System Acceptance Test Plan shall be integrated and operated in a manner simulating the conduct of a primary election and a general election. This integration and operation shall include the simulation of inclusion of absentee ballots, such other "clean up" procedures as are authorized by the County, and the production of all system-level reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.5.6 VERIFICATION OF PRE-ELECTION OPERATIONS All specified pre-election operations at the precinct and the Central Office shall be performed and validated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.5.7 VERIFICATION OF ELECTION OPERATIONS A simulated primary election and a simulated general election shall be performed as specified in the System Acceptance Test Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.4.2 System Software Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.2.1.1 AUTHORITY TO LICENSE Proposer shall warrant that it has full power and authority to grant the rights to the County necessary for County's complete and unfettered use, without the consent of any other person or entity, of all software and other deliverables required by this RFP or any contract resulting therefrom and that such rights are irrevocable.			
4.4.2.1.2 GRANT OF LICENSE The successful proposer shall be required to grant to the County or its successors, a perpetual, non-exclusive, non-transferable, royalty-free license in the County's name to use all software, documentation and other deliverables that are proprietary to proposer or proprietary to any third parties.			
4.4.2.1.3 IDENTIFICATION OF LICENSED ITEMS Proposer shall identify in its proposal, the software and documentation that will be licensed for the use of the County, including any third party software and documentation.			
4.4.2.1.4 LOCATION OF SOURCE CODE The County expects that the successful proposer shall deliver the currently operational source code used by the Proposed System for programming voting devices, regional devices and Central Office devices for each election, together with complete documentation for the installation and backup of the source code to the California Secretary of State for disposition in escrow pursuant to the requirements of the Secretary of State. Upon delivery of the system, the vendor will place Source Code in an escrow account will both the County and the Secretary of State named as beneficiaries.			

4.4.2 System Software Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.2.1.5 IDENTIFICATION OF PROGRAMS & CODES MAINTENANCE PER ELECTION The proposer must document which programs and codes do and do not, require updating or revision for each election for the successful and efficient operation of the Proposed System.			
4.4.2.1.6 IDENTIFICATION OF PROGRAMS & CODES THAT MUST NOT BE ALTERED The proposer must document which programs and codes cannot be revised.			
Explain here how often proposer recommends/requires upgrades during the expected life of the proposed system.			
4.4.2.1.7 OPERATING SYSTEM UPGRADE If the Proposed System is based on Windows NT/2000, explain here how and when Proposer will provide an upgrade to Windows 2000 successors.			

4.4.3 System Hardware Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.3.1 Suitability for the Intended Purpose			

4.4.3 System Hardware Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
The voting machines must be suitably designed for the purpose of voting and constructed in a neat and workmanlike manner of durable material of good quality and be suitably designed and equipped to be capable of absolute vote count accuracy.			
4.4.3.2 Hardware Specifications The proposal shall include specifications for the hardware proposed including specifications for voting devices, servers, PC workstations, ballot plotters, scanners, printers, laser printers, magnetic storage devices and data cartridges or tapes. For each item offered the proposer must specify: <ol style="list-style-type: none"> 1. Model, type and number 2. Operational speed and memory capacities 3. Quantities required for accurate and efficient operation 4. Footprint in square feet 5. Floor loading / special flooring requirements 6. Weight and dimensions 7. Power required in KVAs 8. Permissible variations in voltage and frequencies 9. Power consumption during usage and while in storage 10. Cooling required in BTUs 11. Mean Time To Failure 12. Mean Time To Repair 			

4.4.3 System Hardware Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.3.3 DRE Voting Device Requirements			
4.4.3.3.1 DRE VOTING DEVICE SPECIFICATIONS For DRE voting devices, the proposal must provide the following information: <ol style="list-style-type: none"> 1. Display size of the ballot display. 2. Maximum number of columns, rows and ballot positions of the voting devices 3. Maximum number of lock-outs on voting devices 4. Maximum number of voters each voting machine can accommodate per election. 5. Samples of the voting machine's printed record of votes cast. 6. Size of the machine. 7. Weight of the machine. 			
4.4.3.3.2 DRE VOTING DEVICE USE INDICATOR Each voting device shall include an audio or visual indicator to polling place officials that the device is in use or that a voter has cast their ballot.			
4.4.3.3.3 DRE VOTING DEVICE PUBLIC COUNTER Each voting device shall include a public counter, which must show during any period of operation the total number of voters who have voted on the machine and whose registered selections have been recorded.			
4.4.3.3.4 DRE VOTING DEVICE LOCKS Each voting machine must include a lock or locks, the use of which locks all operation of the tabulation element of the machine and which absolutely prevents (i.e. seals) the alteration of the cumulative count of votes. This feature is to be used			

4.4.3 System Hardware Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
immediately upon the closing of the polling place on Election Day.			
4.4.3.3.5 REGIONAL AND CENTRAL DEVICE LOCKS The proposal must include workstation-locking devices for all proposed workstations.			
4.4.3.3.6 DRE VOTING DEVICE TAMPER PREVENTION Each voting device shall include design features that preclude tampering or damage.			
4.4.3.3.7 DRE VOTING DEVICE REPORTS Each voting device shall include elements that generate printed records at the finish of operations of the total number of votes cast (include contest or contest ID): <ol style="list-style-type: none"> 1. For each candidate whose name appears on the ballot 2. For and against any question appearing on the ballot 3. For the name (as entered by voters) and the total number of votes cast for individuals whose name does not appear on the official ballot. The printed record of votes cast must include provisions for signing by all the appropriate election officials.			
4.4.3.3.8 DRE VOTING DEVICE DROP TEST The proposal must include information on, and results of, drop tests conducted on the proposed voting devices.			
4.4.3.3.9 POWER FLUCTUATIONS If the proposer's equipment is subject to damage from utility power fluctuations (spikes or dips), the proposer must specify all power protection and backup hardware and software necessary to ensure equipment operation during such occurrences and be able to provide these items if awarded the contract.			
4.4.3.4 Materials and Parts Only new and previously unused materials and parts shall be used to fabricate and			

4.4.3 System Hardware Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
assemble the Proposed System.			
4.4.3.5 Workmanship Workmanship standards for fabrication and assembly of the Proposed System shall meet or exceed standard commercial and industrial practice, and shall assure that the Proposed System components are free from damage or defect.			

4.4.4 Warehouse Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.4.1 Warehouse Assessment There are three components to the Warehouse Assessment: 1) Determination of adequate warehouse space. 2) Determination of building environmental protections of existing warehouse space. 3) Determination of racking and other fixtures to be installed in the warehouse space. Explain here your approach for conducting this assessment and presenting the results to the ROV. The proposal shall delineate exactly how the DREs will be racked within the warehouse where systems shall be tested and the floor space and equipment requirements for this testing and any special modifications needed in warehouse procedure to accommodate the warehousing of these systems. See detailed questions below.			

4.4.4 Warehouse Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
4.4.4.2 Determination of Adequate Warehouse Space. The proposer shall conduct an on site assessment of ROV's existing warehouse facility to determine if it provides adequate space to accommodate voting using the proposed equipment. This assessment shall indicate the required space in square feet and any expansions necessary to accommodate the storage of the proposed DREs. Include the cost of this assessment and the cost to provide additional space in your proposal.			
4.4.4.3 Determination of Environmental Protections of Existing Warehouse Space The proposer shall conduct an on site assessment of ROV's existing warehouse facility to determine if it provides adequate environmental protections for the proposed voting equipment and shall detail required modifications. This assessment shall indicate the current and required facilities. Environmental protections include: <ul style="list-style-type: none"> a) Heating, ventilation and air conditioning – HVAC b) Building security c) Water and temperature alarms d) Adequate electrical supply and outlets Include the cost to accomplish these changes in your proposal.			
4.4.4.4 Determination of Racking and Other. The proposer shall conduct an assessment of the ROV's existing warehouse racking and other fixtures to determine if it provides adequate fixtures for the proposed voting equipment and shall detail required modifications, removals and additions. Include the cost in your proposal for the required modifications, removals and additions.			
4.4.4.5 Warehouse Rack System for Carts The ROV desires a rack system for the storage of carts in the warehouse. Up to ten (10) complete DRE systems shall fit on each cart that then can be moved by forklift			

<p>4.4.4 Warehouse Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
and transported to the polling place.			
<p>4.4.4.6 Rack System Explanation</p> <p>Explain here your proposed rack system for meeting the rack system requirement.</p>			
<p>4.4.4.7 Warehouse Design & Building Modifications</p> <p>Upon ROV review and acceptance of the proposer's warehouse recommendations, the proposer shall produce the appropriate warehouse design documents and detailed costs for building modifications to the warehouse for ROV approval. Based upon the approved warehouse design, the proposer shall make the necessary building modifications to the warehouse facility.</p>			
Explain here your proposed DRE storage container will serve as a voting booth.			
<p>4.4.4.8 Transport of Equipment/Warehouse</p> <p>The proposal must stipulate the recommended manner of transport of proposed polling site equipment stored at the warehouse. The proposal must indicate if the equipment is intended to be carried (portable), rolled on attached and provided rollers, or hauled on rolling carts and/or dollies. Portable equipment used at the precinct is defined as equipment that is intended to be regularly transported between its operating location and a place of storage (warehouse) and which does not exceed 40 lbs. The transported equipment shall be of a size and weight to be assembled/disassembled by poll workers in accordance with California Labor Law.</p>			
Explain here how the system components will be transported to and from, the specified polling places without sustaining damage.			
<p>4.4.4.9 County Receipt of Equipment/Warehouse</p> <p>The successful proposer shall transfer, at its sole cost and expense, the proposed voting equipment, software, documentation and supplies to the County designated location (warehouse) at the time designated by the County.</p>			

<p>4.4.4.10 Spare and Repair Parts Requirements/Warehouse</p> <p>The proposer shall provide on-site spare DRE devices, other spare equipment and repair parts as required to support the Proposed System during the term of the agreement. Proposer shall indicate the cost and the recommended quantities of each such item in the cost section of their response.</p>			
<p>4.4.4.11 Environmental Requirements/Warehouse</p> <p>The proposal must state the minimal environmental conditions required at the polling place and ROV warehouse facilities for the proper operation of the proposed voting devices. Proposal must identify any known or anticipated changes or upgrades required at the County facilities to accommodate the installation, storage and proper operation of the Proposed System.</p>			
<p>Explain here what are the environmental controls and/or storage limitations for the system (e.g., temperature, humidity, etc.).</p>			
<p>4.4.4.12 Disposal of Existing County Voting Equipment/Warehouse</p> <p>The successful proposer shall be required to dispose of the existing County inventory of voting equipment after the successful implementation and Election Day use of the proposed equipment. Any proceeds recovered by the successful proposer for the disposal of the County existing voting equipment, above actual costs incurred by the successful proposer for the disposal, shall be returned to the County.</p>			

<p>4.4.5 System Network Requirements</p> <p>Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs.</p> <p>Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.</p>	Agree	Do Not Agree	Vendor Proposal Reference Pages
<p>4.4.5.1 Network Topology</p> <p>The County may elect to operate a system in the future in which the election results of each polling place are transmitted electronically to the Central Office, directly or via a regional collection center. There are:</p>			

4.4.5 System Network Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference Pages
a) 1,800 precincts b) 23 regional Collection Centers c) One Central Office The proposal must include all hardware, software, documentation, training, services and supplies necessary to implement and operate the system at each of these locations and to inter-connect them for the purpose of vote tabulation and reporting.			
4.4.5.2 Regional Collection Centers The proposal must include the following: <ol style="list-style-type: none"> 1. The maximum time required to read polling place results into a regional Collection Center workstation with and without encryption. 2. The maximum time required to transmit regional results to the Central Office with and without encryption. 3. The proposer's recommendations on the optimum use of encryption balancing security and timeliness. 			
4.4.5.3 Central Office The proposal must recommend central tabulation hardware and software sufficient to consolidate vote results from each regional Collection Center and perform a full audit (i.e. a re-tabulation of the total vote count for purposes of determining the official election results) within a satisfactory time after the election (as determined by the County).			

4.4.6 System Supplies & Support Requirements Agree = Proposer agrees with the County requirement and shall comply with it. The cost of compliance with this requirement is included in the proposer's costs. Do Not Agree = Proposer does not agree with the County requirement and does not comply with it. The cost of compliance with this requirement is not included in the proposer's costs. Proposer may provide an explanation. Proposer may believe that County requirement is not in the best interests of the County and may state alternatives.	Agree	Do Not Agree	Vendor Proposal Reference pages
4.4.6.1 System Supplies Requirements The proposal shall include a list of supplies, or items required and an estimate of quantity of each item, for the proper operation of the Proposed System in accordance with law and the requirements of this RFP, including current unit prices for each item.			
4.4.6.2 Support Services Requirements The successful proposer must provide all necessary on-site pre-election, Election Day and post-election support for a minimum of two (2) years following final system acceptance. All such support costs shall be stipulated in proposer's response to this RFP. Support services shall include qualified hardware and software specialists to assist the County personnel in ballot programming, in equipment programming and preparation, ballot display printing, central tabulation and production and distribution of election results. The successful proposer must provide a maintenance hotline for use by the County system administrator and designated County personnel. The maintenance hotline must be available 24 hours per day, 7 days per week for ninety (90) days prior to, and thirty (30) days after, each election day during the warranty period. The remainder of the year, the hotline service must be available between 8:00 AM and 5:00 PM PST, Monday through Friday.			
4.4.6.3 On-site Support Services In addition, during the first two (2) years following final system acceptance, the proposer shall provide a multi-disciplinary team available on-site for the ninety (90) days prior to each election. Composition of the multi-disciplinary team shall be determined by the County as required.			

5 Appendix A

Model Agreement Terms, Conditions & Provisions

The following terms & conditions are an integral part of this solicitation and will be incorporated into the Master Price Agreement:

1. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
2. **Entire Agreement:** This Agreement, when accepted by CONTRACTOR, either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
3. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on unless authorized by County in writing.
4. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
5. **Delivery:** Time of delivery of goods or services is of the essence in this Agreement. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at the CONTRACTOR'S expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
6. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance. See Attachment C for further detail of Acceptance Testing Criteria.
7. **Warranty:** The CONTRACTOR expressly warrants that the goods/services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. The CONTRACTOR shall indemnify, defend and hold County and its indemnities as identified in paragraph "1.3.16" below, and as more fully described in paragraph "1.3.16", harmless from

liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, the CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. The CONTRACTOR warrants that any software purchased and as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. The CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "1.3.16" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
9. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by the CONTRACTOR without the express written consent of County. Any attempt by the CONTRACTOR to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.
10. **Non-Discrimination:** In the performance of this Agreement, the CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. The CONTRACTOR acknowledges that a violation of this provision shall subject the CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
11. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Agreement without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation.
12. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
13. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of

certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

14. **Independent Contractor:** The CONTRACTOR shall be considered an independent contractor and neither the CONTRACTOR, its employees, nor anyone working under the CONTRACTOR shall be considered an agent or an employee of County. Neither the CONTRACTOR, its employees nor anyone working under the CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through County.
15. **Performance:** The CONTRACTOR shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. The CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation, goods and services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; shall at its sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
16. **Indemnification:** The CONTRACTOR agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by the CONTRACTOR pursuant to this Agreement. If judgment is entered against the CONTRACTOR and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, the CONTRACTOR and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
17. **Bills and Liens:** The CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. The CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, the CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "16" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
18. **Changes:** The CONTRACTOR shall make no changes in the work or perform any additional work without the County's specific written approval.
19. **Change of Ownership:** The CONTRACTOR agrees that if there is a change or transfer in ownership of the CONTRACTOR's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume the CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of County.
20. **Force Majeure:** The CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of

this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided The CONTRACTOR gives written notice of the cause of the delay to County within 36 hours of the start of the delay and The CONTRACTOR avails itself of any available remedies.

21. **Confidentiality:** The CONTRACTOR agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the CONTRACTOR and THE CONTRACTOR' staff, agents and employees.
22. **Compliance with Laws:** The CONTRACTOR represents and warrants that goods and services to be provided under this Agreement shall fully comply, at the CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. The CONTRACTOR acknowledges that the County is relying on the CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "1.3.16" above, the CONTRACTOR agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
23. **Freight (F.O.B. Destination):** The CONTRACTOR assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
24. **Pricing:** The Agreement price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Agreement, and no additional compensation will be allowed therefore, unless otherwise provided for in this Agreement.
25. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.
26. **Terms and Conditions:** The CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
27. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
28. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
30. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
31. **Interpretation:** This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.
32. **Authority:** The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
33. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For: CONTRACTOR

Attn:

Address:

Phone:

Fax:

For County: Name: County of Orange
 Attn: Registrar of Voters
 Address: 1300-C S. Grand Ave

Santa Ana, CA 92705

Phone: (714) 567-7600

Fax: (714) 567-5035

34. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Agreement by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the County.

35. **Conflict of Interest:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this agreement, employ any County employee for any purpose.

34. **Software – Documentation:** The CONTRACTOR agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the CONTRACTOR.

If additional copies of such documentation are required, the CONTRACTOR will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The CONTRACTOR agrees to provide such additional manuals at prices not in excess of charges made by the CONTRACTOR to its best customers for similar publications.

The CONTRACTOR further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the CONTRACTOR's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the CONTRACTOR.

35. **Software License:** The CONTRACTOR hereby grants to the County and the County accepts from the CONTRACTOR subject to the terms and conditions of this agreement, a non-exclusive, non-

transferable license to use the software products listed in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the CONTRACTOR provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the CONTRACTOR the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the CONTRACTOR will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the CONTRACTOR will issue to the County within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

36. **Software – Maintenance:** The correction of any residual errors in any software products which may be discovered by the CONTRACTOR or by the County will be considered maintenance. Such maintenance will be performed by the CONTRACTOR without additional charge for the duration of this contract. Suspected errors discovered by the County in the software products will be handled by the following procedure.

A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the CONTRACTOR along with a completed copy of the appropriate contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.

Errors in the software product as verified by the CONTRACTOR will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The CONTRACTOR will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this contract. the CONTRACTOR is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the CONTRACTOR reserves the right to charge the County for such service on a time and material basis at rates in accordance with the contract.

37. **Insurance:** Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefor on deposit with the County during the entire term of this Agreement. In addition, all sub-CONTRACTORS or sub-contractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the CONTRACTOR fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, County of Orange CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$5,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a

“Claims Made” basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by the CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange are an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of their Board of Supervisors, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

CONTRACTOR agrees that this contract will be endorsed onto his professional liability policy.

If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

The Commercial General Liability policy shall contain a severability of interest's clause.

The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The CONTRACTOR will comply with such provisions and shall furnish the County satisfactory evidence that the CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to:

County of Orange
Attn: Registration & Elections
1300-C S. Grand Ave.
Santa Ana, CA 92705

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification, award may be made to the next qualified CONTRACTOR.

County expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

Insurance limits above are minimums. If you carry additional insurance, please so indicate.

38. Adjustments – Scope of Work: No adjustments made to the scope of work will be authorized or paid for without prior written approval of the County assigned buyer.

39. Fiscal Appropriations, Subject to: This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.

- 40. Proposal Withdrawal or Correction:** If prior to award of contract a proposer discovers an error in the submitted proposal which renders the bidder unwilling to perform under any resulting contract, the proposer must immediately notify the assigned buyer in writing and request to withdraw or correct the solicitation. The decision whether to correct or withdraw is at the discretion of the buyer. The proposer must withdraw the proposal if the solicitation is closed.
- 41. Proposal Acceptance/Rejection:** The County reserves the right, at its sole discretion, to accept or reject any or all proposals received as a result of this solicitation.
- 42. District Attorney Child Support Enforcement (Within 10 Days of Notification of Selection for Award of Contract):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish the required contractor data and certifications to the contract administrator.

Failure of the contractor to timely submit the data and/or certifications required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the contractor to comply with all federal and state

- 43. Protests:** In the event a proposer believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the proposer believes that any resulting contract would be commercially impractical to perform, the proposer must file a written protest with the assigned buyer at least two days prior to the close of the solicitation. Protests of specifications and/or solicitation terms and conditions made after that date will not be considered by the County. Protests of award of contract must be made immediately, but in no event later than five days after the aggrieved party knows or should have known the facts giving rise thereto. The protest must include the following information:
- a) The name, address and telephone number of the protestor
 - b) The signature of the protestor or protestor's authorized representative;
 - c) The solicitation number;
 - d) A detailed statement of the legal and/or factual grounds of the protest;
 - e) The form of relief requested

Failure by any vendor to file a letter of protest relating to the solicitation requirements at least two days prior to the close of the solicitation will be deemed a waiver of the protester's right to protest any decision for contract award relating to the solicitation requirements.

Protests must be submitted to the assigned buyer. Within ten working days the assigned buyer will issue a decision in writing, which shall state the reason for the decision. If the protester wishes to appeal the decision of the buyer, the protester shall file a written appeal to the County Purchasing Agent for referral to the Procurement Appeals Board. A hearing will be held with both the protester and the County presenting their positions to the Board. After hearing both sides of the appeal, the Procurement Appeals board will render a decision in writing to the protester with a copy to the Purchasing Agent, the user department, the County Executive Officer, and the Board of Supervisors.

If the protestor wishes to appeal the decision of the Procurement Appeals Board, the protester must do so to the County Board of Supervisors. The County's decision shall be conclusive and binding regarding the protest unless the contractor commences action in a court of competent jurisdiction.

44. **Project Schedule:** The services performed under this contract shall be done in accordance with the approved project schedule incorporated herein, which may be revised at the option of the County with the contractor's concurrence. The contractor shall be responsible for schedule adherence as outlined herein.
45. **California Sales Tax to Out-of-State Contractors:** Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the state of California in lieu of payment of sales tax to the contractor.

46. **EDD Independent Contractor Reporting Requirements**

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name

Social Security Number

Address

Start and expiration dates of contract

Amount of contract

6 APPENDIX B

STATE OF CALIFORNIA CERTIFICATION REQUIREMENTS

The State of California voting system certification requirements can be obtained from the following website of the California Secretary of State:

http://www.ss.ca.gov/elections/elections_w.htm

7 APPENDIX C - GLOSSARY OF TERMS

7.1 Absentee Ballot System (ABS)

This has the same meaning as Optical Scan or Optical Scan Absentee Ballot Voting System.

7.2 Ballot Field

The identification of the contest name, applicable district, and in some cases, the county name. This information is contained on the printer's list.

7.3 Best Value

The expected outcome of an acquisition that, in the state's estimation, provides the greatest overall benefit in response to the requirement. An approach that highlights the importance of technical merit and/or performance of an offer to satisfy a particular requirement, relative to the importance of the price paid to satisfy a particular requirement.

7.4 Bidder, Contractor, Offeror, Proposer or Vendor

Used interchangeably herein, a vendor who returns a properly completed bid in response to a request for solicitation from an authorized state or agency purchasing agent and shall include all entities and employees of those entities that are directly or indirectly included in a proposal to provide services and/or equipment pursuant to this RFP.

7.5 Can, May, Should

Used to express non-mandatory provisions; words denote the permissive.

7.6 Cast

To deposit or indicate a ballot or vote.

7.7 Central Office

Central Office is the central collection site for all ROV election results. It is currently located in the ROV Warehouse.

7.8 Challenged Ballot

A ballot that has been cast by an elector whose right to cast a ballot in a particular election has been challenged. This ballot is not counted until a hearing is held and a ruling has been made regarding the challenge. If the challenge is upheld, the ballot is not counted. If the challenge is not upheld, the ballot is added to all other ballots.

7.9 Collection Centers

Collection centers are intermediate sites to which polling place election results are delivered and from which election results are delivered to the Central Office.

7.10 Contract Administration

The management of all actions that must be taken to assure compliance with the terms of the contract after award.

7.11 Desirable Requirements

Specific elements that would be “nice to have”, but are not considered critical or essential for delivery of the goods or performance of the services.

7.12 Direct Recording Electronic (DRE) Voting System

A DRE voting system is one that:

- Records votes by means of a ballot display provided with electronic devices
- Processes the data by means of a computer program
- Records voting data and ballot images in internal memory devices
- Stores voting data on a removable memory device
- Incorporates an audio interface for non-visual access.

7.13 Early Voting

Ability of voters to cast an absentee ballot in person during a prescribed period of time prior to Election Day.

7.14 Evaluation

The in-depth review and analysis of contractors’ proposals. It involves the application of judgment to the contractor’s proposed price and performance using the express evaluation factors and criteria in the solicitation and the procedures outlined herein. The purpose of evaluation is to identify deficiencies, omissions, and need for clarification in proposals, determine the existence of price and technical realism, and discriminate among proposals as to which best meets the acquisition objectives so that an appropriate selection and award is made.

7.15 Information Technology (IT)

Any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. IT includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

7.16 Logic and Accuracy Testing (L&A)

A procedure to verify the logic of the vote counting software program and accuracy of the voting system hardware. This test is used to ensure that votes are tabulated as cast.

7.17 Minimum Requirements

The minimum or basic elements that are absolutely essential to the requirement. Must be clearly identified in the solicitation document.

7.18 Over-vote

A casting of more selections per contest or ballot measure than allowed.

7.19 Polling Place

State or local election officials designated voting facility where citizens cast ballots for one or more precincts.

7.20 Precinct

A geographical area, established in accordance with California Elections Code.

7.21 Provisional Voting

Allows an individual whose name does not appear on the precinct's list of registered voters to cast a ballot. This ballot is not added to other voted ballots until it is determined by local election officials whether the individual was properly registered to vote in the election in question or not.

7.22 Registrar of Voters (ROV)

The Office of the Registrar of Voters of Orange County is responsible for the registration of voters and for the administration of primary, general and special elections in Orange County.

7.23 Request for Proposal (RFP)

A solicitation used when discussions may be required prior to contract award; a document used for soliciting competitive proposals.

7.24 Solicitation

A request to prospective vendors soliciting price quotation or proposal. Contains, or incorporates by reference, the specifications or statement of work, and all contractual terms and conditions.

7.25 SOS

The Office of the California Secretary of State (terms used interchangeably throughout the document)

7.26 Statement of Work (SOW)

A document prepared by the requester and included in the requisition package, which delineates and fully describes the service to be performed or the required end result.

7.27 Statutes

Laws passed by Congress or a state legislature and signed by the President or the governor of a state, respectively, that are codified in volumes called "codes" according to subject matter.

7.28 Under-vote

A decision to register fewer than the maximum allowed number of selections for a contest or ballot measure.

7.29 User

Members of the County ROV, the ROV staff, poll workers, precinct officials and/ or voters.

7.30 Using Entity

County Registrar of Voters.

7.31 Voting System

All the necessary components (hardware, software, and associated services) to fulfill the requirements within this RFP for the DRE and absentee ballot requirements.

7.32 Voter With Disability (VWD) Unit

DRE voting unit that is designed to accommodate voters with disabilities by providing interactive devices that allow the voter to operate the voting unit without assistance. This unit must be capable of providing:

Non-visual access using a method that includes manual controls and audible speech; and

The ability to review the completed ballot before submitting his or her vote.

7.33 VPN

Virtual Private Network.

7.34 Warranty

A guarantee given to the County, by the contractor, stating that a product or service is reliable and free from defects and that the contractor will repair/replace the defective product or re-perform the service.